

RULES AND REGULATIONS
PREPARED FOR
VILLAGE COTTAGES
HOMEOWNERS ASSOCIATION

Adopted by the Board of Directors

Date: February 10, 2002

Amended & Adopted February 2025

VILLAGE COTTAGES HOMEOWNERS
ASSOCIATION
A PLANNED COMMUNITY

MEMBERSHIP

INFORMATION

Village Cottages Homeowner Association offers many advantages to the homebuyer. In order to protect and preserve these benefits certain limitations and restrictions are placed on members of the Association.

Village Cottages Homeowners Association is a California non-profit corporation consisting of those Owners of Units within the ultimate boundaries of Village Cottages.

The purpose of the Village Cottages Homeowners Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the community.

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

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

Village Cottages Homeowners Association
Delinquency Policy

1. Assessments are due and payable in full on the first of each month. All other charges including but not limited to late fees, interest, and collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy.
2. Payments received will be automatically applied in the following order: unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, collection costs, late fees, interest and CC&R violation fines.
3. Any request for special consideration must be submitted to the Board of Directors prior to the assessment becoming more than forty-five (45) days past due.
4. Notice of Statutory Right of Alternative Dispute Resolution ("ADR). California Civil Code Section 5705(b) provides for the resolution of disputes regarding non-payment of assessments through ADR as set forth in California Civil Code Section 592.5.
5. Late Fee equal to the greater of (a) ten percent of the delinquent amount of (b) ten dollars will be charged to the homeowner's account on past due assessments= 15 days after due date.
6. Management sends a past due statement for all outstanding charges on the account (assessments, late fees, interest, collection costs). 30 days after due date and there is no charge.
7. An "Intent to Lien" letter is sent to the Owners by certified mail 45 days after the due date. A \$135.00 charge incurred for this letter will be levied against the delinquent account. additional fees may be assessed for additional addresses on file. Documents and processing provided in accordance with California Civil Code Section 5650 including account detail, delinquency policy, and fine policy. A \$15 charge to homeowners account.
8. Prior to recording a lien for delinquent assessments, the Association shall offer the delinquent homeowner an opportunity to participate in a "meet and confer" dispute resolution session per Civil Code Section 5670.
9. A Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges of \$150.00 for its processing and recording will be levied against the delinquent account. 75 days after due date.
 - a. Copy of recorded document will be sent to Owners of record by certified mail in accordance with Civil Code Section 5675(e).
10. Within 21 days of receipt of payment in full a Release of Lien will be recorded. Copies will be sent to all Owners of record.

11. Upon authorization of the Board of Directors, a Notice of Intent to Foreclose will be (a) personally served on the homeowner if the homeowner resides in the home, and (b) sent by first-class mail to a non-resident homeowner. Delinquent Owner will be liable for payment of fees and costs. Copies will be sent to all Owners of record. 105 days after due date and \$25.00 charged to the homeowners account.
12. Account will be referred to the Association Attorney or collection agent 135 days after the due date. All legal fees and costs of collection will be charged to delinquent Owner.
13. Copies of documents to multiple Owners of record in accordance with Civil Code Section 5675(e):
 - a. One copy= no charge
 - b. Handling fee for additional copies= \$10.00 each

All fees may be subject to change without notice

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION COMMON AREA RULES AND REGULATIONS

1. Littering of the Common Area is not permitted.
2. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any portion of the Property, except in sanitary containers located in appropriate areas screened from view. Such containers shall be exposed to the view of neighboring units only when set out for a reasonable period of time (not to exceed twenty-four (24) hours before and after scheduled trash collection hours.
3. There shall be no obstruction of the Common Area or the Association Property nor shall anything be stored in the Common Area or the Association Property or in view of the Common Area or Association Property without the prior written consent of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area or the Association Property, except upon the written consent of the Board.
4. Wheeled toys (i.e., skateboards, tricycles, big wheels, children's bicycles, etc.) are prohibited from Common Area landscaping and within 100 feet of the pool.
5. No Owner shall make or cause to be made structural alterations or modifications to the exterior of the dwelling or any other improvement within the exterior portion of their unit or installations located therein which would have a material effect on the exterior of the dwelling or any other dwelling without the prior written consent of the Architectural Committee. Please see the Village Cottages Architectural Guidelines.

6. No unit, association property or common area shall be occupied or used for any purpose or in any manner which shall cause unit, association property or common area either to be uninsurable against loss by fire or the perils of the extended coverage endorsement of the California Standard Fire Policy form, or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof.
7. Nothing shall be altered, constructed on or in or removed from the Association Property or Common Area except upon the written consent of the Architectural Committee.
8. No clothing, household fabrics or other unsightly articles may be hung, dried, aired in such a way in the project as to be visible to other property.
9. No unit shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Units.

COMMON AREA RULES AND REGULATIONS CONTINUED

10. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles or fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard.
11. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure or appropriately screened from view. Weeds shall be regularly removed from the exterior portions of the units and shall not be allowed to accumulate.
12. Nothing other than natural rain water may be discharged into the storm drains and storm drainage system located on private or public property. The National Pollutant Discharge Elimination System and Section 5650 of the California Fish and Game Code prohibit discharging anything other than natural rain water into storm drainage systems.
13. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservative and other such fluids shall not be discharge into any street, public or private, or into storm drains or storm water conveyance systems.
14. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, County and City requirements as prescribed on their respective containers. All Owners within the properties are required to comply with such restrictions.
15. Portions of the association property landscaped slopes have been designed to utilize reclaimed water (treated wastewater) for irrigation. Reclaimed water is not potable and therefore not suitable for human consumption.

16. The California Department of Health Services has determined that inadvertent consumption of reclaimed water by domestic pets and other animals will not cause harm and further has not resulted in any significant adverse health consequences; however it is recommended contact and consumption be reasonably avoided.
17. Basketball hoops and other sports equipment are required to be stored out of view of the street when not in use. While in use, basketball hoops and other sports equipment may not be located in the street or on the sidewalk. Any damage to personal property caused by use of any sports equipment is the responsibility of the offending homeowner.
18. Holiday Lighting – Seasonal.
 - Decorative holiday lighting may be installed without Architectural Committee review. Holiday lights shall be permitted not earlier than November 20th and must be removed no later than January 15th. An exception will be recognized for various cultural and/or religious celebrations throughout the year and allow holiday lighting not to exceed two (2) weeks in duration. Holiday displays, which, in the opinion of the Architectural Review Committee, create traffic congestion or become an annoyance to adjacent property owners, shall not be allowed.

VILLAGE COTTAGES HOMEOWNER ASSOCIATION TENANT RULES AND REGULATIONS

1. The Owners shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. Any lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the CC&R's and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
4. The Owner will, at all times, be responsible for his or her tenant's or lessee's compliance with all of the provisions of the project documents. Violations will be assessed against the Owner even though the infraction was committed by a tenant or guest.
5. All leases shall be required to be in writing.

6. The Owner of said leased or rented Unit has the duty and obligation to furnish the Board with the name or names of the individuals currently leasing or renting said unit and to maintain with the Association a record of the current mailing address of said Owner.

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION PARKING RULES

1. Parking within fifteen (15) feet of any fire hydrant within the property shall at all times be prohibited.
2. Parking in shared driveways, if any, including any temporary parking, is prohibited at all times.
3. Each unit owner shall be responsible for assuring that their guests abide by the parking restrictions set forth in the CC&R's.
4. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any private streets contained within the Property.
5. Mopeds and motor bikes are subject to Vehicle Code restrictions (i.e., both driver and motor bike must be licensed).
6. No off road motor vehicles may be operated upon the project.
7. No Vehicle shall be parked, stored, or kept anywhere, except wholly within the parking area designated therefor.
8. Inoperable vehicles shall be stored only in enclosed garages.
9. No Owner shall park, store or keep on any property, street (public or private), unenclosed parking space or driveway within the property any large commercial-type vehicle (including but not limited to any dump truck, cement mixer truck, oil or gas truck or delivery truck), any recreational vehicle (including but not limited to any camper unit or motor home), any bus trailer, trailer coach, camper trailer, boat aircraft, mobile home inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise, or any other non-automotive vehicles and non-automotive storage or other items visible from anywhere in the property determined to be a nuisance by the Board.
 - For purposes of this Paragraph 9, "commercial-type vehicle" includes (a) vehicles that have been modified so as to be usable in connection with the conduct of a trade or business, such as by the addition of commercial lettering, ladder racks, tool racks, tool boxes, storage for construction materials or debris, or otherwise, and (b) vans with seating for more than ten or less than six.
10. The above excludes camper trucks and similar vehicles when used for everyday type transportation that is stored within an enclosed garage space or those subject further to approval by the Board.

11. No Owner of a unit shall conduct repairs or restorations of any motor vehicles, boat, trailer, aircraft or other vehicle upon any portion of the property or upon the association property or common area, except wholly within the Owners garage and then only when the garage door is closed; provided, however that such activity shall at no time be permitted if it is determined by the Board or its agent to be a nuisance.
12. Vehicles parked on the street for more than 72 hours are subject to tow. Please notify Management of any special circumstances to avoid the necessity for towing.
13. Vehicle's may not park in front of any emergency access gate, nor where indicated by posted signage, red curbs or entrance area or per state law, or anywhere not designated as parking
14. Garage doors shall remain closed except for reasonable periods while the garages are being used.
15. Vehicles that are parallel parked must be no more than 18 inches from the curb.
16. Vehicles may not park on the corner of any intersection, nor shall they be parked facing the wrong direction on any street.
17. Vehicles may not be parked in such a manner that any portion of the vehicle is on the curb.
18. Vehicles may not be parked in such a manner that any portion of the vehicle is hanging over the sidewalk or walkways.
19. Any vehicle in violation of the above parking rules will be towed away at vehicle owner's expense.
20. The Maximum speed limit in the Association is 15 MPH. All vehicles entering the Association are required to follow a strict 15 MPH Speed Limit at all times while they are within the Community.
21. All vehicles parked within the Community and on Common Area streets must display a valid/ current registration. All vehicles, to include motorcycles, must be operation with proper current DMV Registration.

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION
PET RULES

1. No insects or animals of any kind shall be raised, bred or kept on the property except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained, for any commercial purpose nor in violation of any other provision of the CC&R's.
2. The Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal which constitutes in the opinion of the Board a nuisance to any other Owner.
3. Animals belonging to Owners, Occupants or their Licenses, Tenants or invitees within the property must be either kept within an enclosure, an enclosed yard or on a leash being held by a person capable of controlling the animal(s).

4. Any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the project by an owner or by members of their family their tenants or their guests.
5. It shall be the absolute duty and responsibility of such Owner to clean up after such animals which have used any portion of the property.
6. Local County and /or municipal ordinances will be strictly enforced (i.e. licensing, vaccines, leash laws, etc.).
7. Excessive dog barking or other animal noise will be deemed a nuisance.

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION SIGN RULES

1. No sign, poster, billboard or other advertising device of any kind shall be displayed so as to be visible from outside any portion of the property without the approval of the Architectural Committee.
2. Any restriction by the Association on the right of any Owner to place a sign on their unit must comply with the requirements of Section 712 and Section 713 of the California Civil Code.

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION POOL/SPA RULES

1. No glass objects are allowed in the pool.
2. Use of pool facilities and common area is a privilege which is enjoyed by all Owners or Occupants; however, consideration of others concerning noise is also important.
3. If Owner elects to rent or lease his/her unit gives right of access to lessee, then the Owner relinquishes his/her access rights.
4. Children under the age of 14 years must be supervised by an adult resident when using the pool.
5. Conduct by an Owner or Occupant which deprives any other Owner or Occupant use of the pool or Common Area shall not be allowed.
6. No soap, bath oils, etc. are allowed in the pool or spa.
7. No diving is permitted
8. No running, pushing or boisterous play will be permitted.
9. Pool hours: 8:00am- 10:00pm daily.

10. Radio/Stereo units must be kept at low levels so as not to annoy other person's using the recreation facility or living in surrounding units.
11. Guests must be accompanied by any owner or tenant.
12. No pets (dogs, cats, etc.) are allowed in the pool area.
13. No parties will be permitted in the pool area.
14. No smoking or vaping will be permitted in the pool area.
15. No diapers are to be worn while in the pool. Children of diaper age and others with bladder control issues must wear appropriate swim diapers or leak proof pants instead.

**VILLAGE COTTAGES HOMEOWNER ASSOCIATION
RULES AND VIOLATION REPORT**

Please be specific and descriptive regarding the potential complaint so that the Board of Directors may pursue the violation(s) during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.) and so that they may expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents.

REPORT FILED BY:

Name:
Address:
Phone:
Signature:
Date:

VIOLATION INFORMATION:

Name:	Address:	Phone:
Description:		
Date and time alleged violation occurs?		
How often does the alleged violation occur?		

VILLAGE COTTAGES HOMEOWNERS ASSOCIATION

Enforcement Policy & Fine Schedule

Adopted: 8/20/18

ENFORCEMENT POLICY

In the event that the Board of Directors of the Association receives a complaint from a member of the Association or observes that an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

1. **Notice of Violation.** A notice will be sent to the owner of the residence. The notice will include the following information: a) the alleged violation, (b) the provision of the Association's governing document that was allegedly violated, and (c) the date upon which the alleged violation must be cured to avoid further action.

2. **Notice of Hearing:** If the violation is not cured within the timeframe set forth in the Notice of Violation, a letter will be sent to the owner of the residence. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, (d) the time, date and place of the Board meeting whereat the violation will be addressed in a hearing in executive session, and (e) a list of sanctions which may be imposed at the hearing.

3. **Hearing:** On the date and at the time set forth in the Notice of Hearing (which shall be at least ten (10) days after the Notice of Hearing is provided to the alleged violating member), the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

4. **Disciplinary Action:** If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) levying a fine in accordance with the Fining Policy set forth below, (b) suspending the owner's membership privileges and/or (c) taking any other action authorized by the governing documents or California law. These actions do not relieve the owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents.

5. **Written Findings:** Within fifteen (15) days following the hearing, the Board of Directors shall provide the member a written notice of its findings and any disciplinary action imposed against the member. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

FINING POLICY

After Notice and a Hearing, as set forth in the Enforcement Policy, the Board may suspend member privileges and/or levy a fine as follows:

1. Each violation: \$200.00
2. Continuing violations: \$200.00 per hearing, per violation, until such time as the violation(s) is/are cured. A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a Notice of Hearing.
3. The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

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

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN AN ASSOCIATION.