

Operating Rules (Required Civil Code Sec. 4525)
Hillside Villas Homeowners Association

Order: 9WYC6LLQX
Address: 1291 34th St Apt 23
Order Date: 10-22-2025
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RULES AND REGULATIONS

Hillside Villas Homeowners Association

Adopted October 17, 2023

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AUTHORITY TO FORM RULES

The Hillside Villas Homeowners Association's Board of Directors is empowered to create and enforce Rules and Regulations in accordance with Article 4, Section 4.4(A) of the First Restated Declaration of Covenants, Conditions and Restrictions of Hillside Villas Homeowners Association (hereafter referred to as the "CC&Rs").

OWNERSHIP INFORMATION AND DISCLAIMER

Hillside Villas Homeowners Association, a California not for profit mutual benefit corporation, (the "Association") consists of those Owners of Condominiums within the Hillside Villas Community.

The Association offers many advantages to its Owners. In order to protect and preserve these benefits, certain limitations and restrictions are placed on the Owners of the Association. The Board of Directors thanks you in advance for taking the time to read the following and review these Rules and Regulations. For those who have not owned property in a private community before, a working knowledge of these rules and procedures is invaluable to you as part of your enjoyment of your new community.

One of the purposes of the Association is to ensure that the property will be maintained in an attractive manner and will be available for the enjoyment of all Owners. These Rules and Regulations have been developed with consideration given to providing each Owner with the greatest enjoyment of the Association property without infringing on other Owners and their rights to quiet enjoyment of their homes and Community.

These Rules and Regulations supplement the provisions of the Association's governing documents; they do not cover the entirety of the CC&Rs. PLEASE BE SURE TO READ the CC&Rs, Bylaws, and other Association Policies carefully. In the event of a conflict between the provisions of the CC&Rs and these Rules and Regulations, the provisions of the CC&Rs will control. Any owner who does not comply with these Rules and Regulations will be subject to enforcement by the Association in accordance with the Enforcement and Fining Policy.

Various capitalized words and phrases used herein are defined in the CC&Rs, and unless the context herein shall indicate to the contrary, such words and phrases shall have the same meaning herein as they do in the CC&Rs.

PROPERTY RULES AND REGULATIONS

1. **Trash:** No trash, garbage, waste, or recyclable matter shall be kept or permitted upon any portion of the Community, except enclosed in sanitary containers located by the vehicle gate.
2. **Hazardous Waste:** The community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System (“NPDES”) adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the community.
 - 2.1 No hazardous waste, substance or material (as defined in any federal state or local law, ordinance or regulation) shall be stored or permitted upon any portion of the community except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
3. **Drones:** For the safety and privacy of all occupants in the Community, no drones, unmanned aerial vehicles (UAV), or similar remote or radio controlled, or operated devices shall be allowed anywhere on the Common Area. Any devices found on the Common Area will be confiscated.
4. **Windows:**
 - 4.1 All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior of wall surfaces of the Unit.
 - 4.2 Windows shall not be covered by paint, foil, sheets or similar items.
 - 4.3 No window guards or bars shall be installed without prior written approval from the Architectural Committee.
5. **Nuisance:** No Unit or Association Property shall be used in a manner that obstruct or interferes with the quiet enjoyment of other occupants. Examples of nuisance include, but are not limited to, loud music, barking dogs, slamming doors, garden overgrowth and smoke intrusion from other Units or the Common Area.
6. **Smoking:** Smoking is not allowed in the Common Area or Exclusive Use Areas.
7. **Violations:** To report a violation to the Association, written detail of the violation must be submitted to Management. Any violations of the Rules and Regulations or other governing documents that are reported may cause fines to be levied against the violator, subject to the Rule Enforcement Procedure and Fining Policy.

COMMON AREA RULES

1. No portions of the Common Area shall be obstructed or used for anything other than its intended purpose except as designated by the Board.
2. Removing, installing or disturbing plant material in Common Area is prohibited.
3. No Owner shall have the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Area or Exclusive Use Common Area without the written consent of the Board. Additionally, no Owner shall use the Common Area or Exclusive Use Common Area in any manner that shall cause the Association's insurance to be canceled, or premiums increased.
4. Except as may be mandated by law, no Owner shall cause to be installed, attached or hung in any portion of the Common Area or Exclusive Use Common Area:
 - 4.1, any electrical wires or equipment,
 - 4.2, television or radio transmitting or receiving antenna or dishes subject to the provisions of the CC&Rs and Antenna and Satellite Dish Restrictions below,
 - 4.3, air-conditioning units, or
 - 4.4, other like equipment or wiring, in or on any portion of the Common Area or Exclusive Use Common Area, or that protrudes from any Unit in view of neighbors or those passing by on the street, except as approved in writing prior to installation by the Architectural Committee.
5. The Individual Owner must reimburse for expenses incurred by the Association for damage caused to the Common Area or Exclusive Use Common Area by the Owner or members of his family, guests, employees, invitees, servants, agents or tenants.

PATIO AND BALCONY RULES

1. Owners shall have the right to place furniture and potted plants upon the Patios and Balconies which he or she has the exclusive right to use. Potted plants shall have liners to minimize water damage from plants.
2. There is no smoking allowed on Patios or Balconies.
3. No barbeques, fire pits or open flame space heating devices shall be allowed on Patios or Balconies at any time.
4. All gates or other doors to Patios shall be kept closed at all times when not in use.
5. There shall be no outside drying of clothes or other items on any balcony, railing, awning, or other exterior portion of the Patios or Balconies.

6. There shall be no storage, including storage of bicycles or other recreational equipment on Patios or Balconies.
7. No “market lights” or other lighting installed or hung by residents are allowed on Patios or Balconies.
8. No hanging plants, furniture, or other items that require penetration into walls, ceilings, floors, walls, or railings of Patios or Balconies shall be installed without the written approval of the Board through the Architectural Approval process.

OCCUPANCY RULES AND REGULATIONS

1. An Owner shall have the responsibility to acquaint his lessees, tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a lessee or tenant shall be defined as anyone in possession of an Owner’s dwelling in exchange for any sort of consideration, or at the consent of the Owners.
3. Property Leases/Occupancy: Members of the Association may lease their properties subject to the following conditions:
 - 3.1 No more than two (2) persons per bedroom
 - 3.2 Units may be rented as a whole, or individual bedrooms may be rented when a Unit is also occupied by an Owner.
 - 3.3 Owners shall provide the Association with the names of each occupant, and a copy of the lease upon the Association’s request. All leases shall include the following language: “THIS LEASE IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE GOVERNING DOCUMENTS OF HILLSIDE VILLAS HOMEOWNERS ASSOCIATION, AND ANY AMENDMENTS TO THOSE DOCUMENTS. THE FAILURE OF LESSEE TO COMPLY WITH THE TERMS OF THE AFOREMENTIONED DOCUMENTS SHALL BE CONSIDERED A DEFAULT UNDER THIS LEASE.”
 - 3.4 Rentals of less than 30 days are absolutely prohibited.
 - 3.5 Advertising your Unit as a short-term vacation hotel rental or for rental of less than thirty (30) days is absolutely prohibited

PET RULES

1. **Generally:**

- 1.1 Usual and ordinary domestic household pets may be kept by the Owner provided they are not kept, bred or maintained for any commercial purpose and are kept under reasonable control at all times. Not more than a total of two (2) domestic household pets such as dogs or cats may be kept in a Unit. Domestic reptiles, birds, rodents and fish are permitted in the interior of the unit.
- 1.2 In no event shall poultry, livestock or other farm animals (including, without limitation, goats and chickens) be kept within the Community.
- 1.3 Any Owner who claims that an animal constitutes a nuisance shall contact the Board of Directors. If the Board determines that the pet threatens to disturb the quiet enjoyment, health, safety, or welfare of any Owner, the Board may ask the Owner to remove the pet.
- 1.4 Any person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.

2. **Dogs:**

- 2.1 Leash or Confinement Required. Dogs must be on a leash not longer than eight (8) feet or confined with an Owner's property.
- 2.2 Dogs who attack another pet or a person or are otherwise deemed to be a threat to personal safety may be removed from the Project at the Board's discretion.
- 2.3 Any waste must be immediately picked up by Owners.
- 2.4 No dog shall be allowed to habitually bark, whine, howl or engage in similar conduct that unreasonably disturbs the peace and quiet of the Community.
- 2.5 No waste bags shall be allowed in any common area at any time and must be disposed of properly after being picked up

PARKING RULES

1. **Parking Generally:**

- 1.1 Residents shall only park their vehicles in the Garage and in the Exclusive Use Common Area space assigned to their Unit
- 1.2 Recreational vehicles, trailers, campers, boats, or similar vehicles shall not be parked within the Project.

1.3 Commercial vehicles shall not be parked within the Project with the exception of vehicles parked only during the duration of the performance of work within the Project or a Unit. Commercial vehicles shall not be parked in the Project overnight unless emergency work is being performed.

1.4 Parking is never permitted in fire lanes.

2. **Repairs:**

2.1 No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon any portion of the Common Area.

2.2 Exceptions are made for emergency repairs, and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

SIGN RULES

1. Noncommercial signs and posters more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) square feet in size are permitted in an Owner's Exclusive Use Area of Unit. No other noncommercial signs, posters, flags or banners are permitted, except as required for the protection of public health or safety pursuant to California Civil Code § 4710.
2. Commercial signs. An owner may place one (1) sign of reasonable and customary dimensions, no larger than 18" by 24", in the Owner's Unit to advertise the Unit for sale or rent. Upon sale or rental of the Unit, this sign must be removed. The sign must be of professionally produced quality; no handwritten signs are permitted.
3. Common Area. No signs shall be erected or displayed on the Common Area, except signs placed by authority of the Board. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area.

ARCHITECTURAL APPROVAL

No improvements or exterior changes shall be made to any Residential Unit or Exclusive Use Area until the plans and specifications showing the nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Architectural Committee. Changes to the interior surfaces of the Residential Units do not require architectural approval by the Association.

Application Process

The completed Architectural Request Form (attached as Exhibit "A") and the supporting documentation including but not limited to blueprints and drawings, artist rendering and designs, samples of material and brochures should be submitted to the management company prior to review of an application. Incomplete or inaccurate submittals will delay the review process and may result in denial of an application.

Review Process

Within forty-five (45) days from the date of the submittal of the complete application the Architectural Committee will cause its opinion to be conveyed to the applicant in writing. The committee may issue an approval, conditional approval or denial. The reason for denying an application should be clearly explained in the written communication to the applicant and the notice should contain the details of the appeal process.

If the Applicant has not received a decision or a request for additional information or materials from the Architectural Committee or Board within forty-five (45) days, the Applicant may submit a written request for decision ("Request for Decision"). The Architectural Committee or Board shall have forty-five (45) days after receipt of a Request for Decision in which to transmit its decision to the Applicant. If the Applicant has not received a decision from the Architectural Committee within forty-five (45) days after the Architectural Committee's receipt of a Request for Decision, the Applicant's application shall be deemed approved if such Improvements conform and are in harmony with the overall design and style of the Association.

The applicant has the right to appeal the denial to the board of directors if an Applicant's proposed work is disapproved by the Architectural Committee. The Applicant is entitled to reconsideration by the Board at an open meeting of the Board unless the disapproval decision was made by the Board instead of the Architectural Committee. The applicant's written request to the board will cause the matter to be placed on the agenda of the next regular or special meetings of the directors to occur no later than 30 days from the receipt of the request for reconsideration by the board. Once the matter was brought before the board the board's views on the matter will be conveyed to the applicant via written notice within fifteen (15) days from the meeting date.

If applicable, it is the responsibility of the applicant to obtain all necessary approvals and permits from the City or the County having jurisdiction over the matter and make sure the work is performed up to the prevailing standards and construction codes.

CONTRACTOR AND CONSTRUCTION RULES

Each Owner must ensure that any contractor hired to perform work at the Lot adheres to the following:

1. Vehicles and other equipment must be parked in such a manner so as not to block access to garages.
2. Contractors will not leave vehicles, containers, equipment, trash, construction debris or material on Association property overnight.
3. Contractors will not place any soil, dirt, gravel or other like material on Association Property or Association Maintenance Areas.
4. Runoff of any form (cleaning of tools, paint, plaster and concrete residue) to the street is prohibited.
5. Contractors will not place any trash in dumpsters on any Association Property.
6. Contractors may not place signs advertising their business on any portion of the Community.
7. Contractors must comply with the Association's hours to perform work:

7:00 AM – 5:00 PM Monday through Saturday

No construction is permitted on any Sunday or holidays except in the event of an emergency.

ANTENNA AND SATELLITE DISH RESTRICTIONS

Satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under an owner's exclusive use or control so long as such antennae and satellite dishes are (I) one meter or less in diameter, (ii) installed in the least visually obtrusive portion of an owner's Unit or Exclusive Use Area where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive. All wiring must be screened or painted to match the surrounding area.

Owners are not permitted to install satellite dishes and antennae in areas that are not under the owner's exclusive use or control. Such areas include all Common Area, including but not limited to, landscaped areas, roofs, sides of buildings, and railings.

An Architectural Request Form must be approved in writing by the Board of Directors or Architectural Committee prior to the installation of a satellite dish or antenna. A signed and notarized Maintenance and Indemnity Agreement are a required condition of any approval for Satellite or Antenna installations and replacements.

SOLAR ENERGY SYSTEMS

1. Owners must obtain prior written approval from the Board/Architectural Committee prior to starting work on any System. Please see below for the information and documents needed to accompany such application.
2. Applications for Systems will only be allowed for installations involving the Common Area roof of the building in which Owner's Unit is located.
3. This policy is subject to the provisions and definitions under California law which permit restrictions which do not significantly increase the cost of the System or significantly decrease its efficiency or performance, or that allow for an alternative System of comparable cost, efficiency and energy conservation benefits.
4. The System shall meet all applicable standards established by the NRCA National Roofing Contractors Association 2009 Guidelines for Roof-Mounted Photovoltaic System Installations and the Department of Forestry & Fire Protection, Office of the State Fire Marshall (CAL FIRE-OSM) "Solar Photovoltaic Installation Guideline." Systems which produce electricity shall also meet the standards of the CA electric code, the Institute of Electrical and Electronics Engineers, and accredited laboratories such as the Underwriter's Laboratories, and where applicable, the Public Utilities Commission.
5. The System shall comply with applicable health and safety standards and requirements imposed by state and local authorities.
6. Systems must be installed by licensed contractors, holding a current solar installation license from the California Contractor's State License Board. The Applicant must furnish proof of the contractor's workers compensation insurance and proof of the contractor's liability insurance, naming the Association as an additional insured.
7. System components installed on the Common Area roof must be within the wall line of the structure (i.e. not hanging over the roof line).
8. Aluminum/metal trim shall be painted/treated to blend with colors of the building.
9. All conduits/pipes shall be concealed/painted to mitigate the impact on aesthetics and other Units. The method of installation shall be shown and detailed on the Owner's plans.

10. The Owner may be obligated to relocate or block from the view of others the electrical meter or other equipment, at the Owner's expense, to mitigate aesthetic impact.
11. Conduit may not be run or located within other Owners' Unit or other Owners' Exclusive Use Common Area, in the absence of the affected owner's express written consent.
12. The application shall reflect the proposed grouping of panels and any alternative combinations of panels.
13. Owners and each successive owner of the Unit shall be responsible for all of the following:
 - a. Costs of repair of damage to the Common Area, Exclusive Common Area or other Units resulting from the installation, maintenance, repair, removal, or replacement of the System;
 - b. Costs of maintenance, repair, and replacement of the System (until it is removed) and for the costs of restoration of the Common Area, Exclusive Use Area and other Units after removal;
 - c. Disclosing to prospective buyers and subsequent owners the existence of the System and the related responsibilities under the law and this Policy.
14. Owners installing Systems will be required to sign a separately drafted and signed License, Maintenance and Indemnity Agreement ("LMIA") that will be recorded against the Unit. The LMI will obligate Owners to be responsible for the matters set forth above, will obligate the Owner to bear the cost of removing and replacing any of the System's components as needed when roof work is required, will obligate Owners and their installers to indemnify and defend the Association for any claims brought due to the installation, maintenance or use of the System, including, without limitation, claims brought by other owners who may be precluded from installing Systems due to Owner's use of the Common Area roof. If the System is being leased, additional agreements will be required. Owners will be responsible for all attorneys' fees and costs incurred in drafting, revising and recording the Agreement.
15. Owners, and subsequent owners of the Unit shall maintain a homeowner liability coverage policy during all times that the System is being installed, maintained, used and removed within the Project. Within fourteen (14) days of approval, the applicant Owner shall provide the Association with a corresponding certificate of such liability coverage insurance policy and shall provide copies of the certificate on annual basis and within fourteen (14) days of any change in insurance coverage or providers.
16. The Owner is responsible for compliance with any and all laws, ordinances, permits, rules or regulations regarding the installation of the System. The Association and the Board shall not be responsible for non-compliance with any required law, ordinance, permit, etc.

for items installed by an Owner.

17. Professional plans and specifications, including construction details, for the proposed System. Such plans shall be drawn to scale and clearly show all elevations, assembly, the method of mounting and attachment to the roof structure, angle/distance of panels and equipment from the roof surface, proposed location on the roof, placement and location of all related System components including connections, inverters and mountings.
18. A Solar Site Survey (please inquire with your contractor) showing the placement of the System prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. The Solar Site Survey shall also include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof and shall be in compliance with the Association's overall Solar Site Survey. Calculations shall be provided verifying the number and/or area of the panels.
19. Proof that Owner notified and provided copies of the proposed Architectural Application for the Solar Energy System to all other owners in the building who share a roof, including a copy of the Solar Site Survey.
20. If the System will be leased, a copy of the proposed lease with the leasing company.

INTERNAL DISPUTE RESOLUTION

The Association or a homeowner may invoke the following procedures to resolve disputes:

1. The party may submit a request in writing to the other party to meet and confer.
2. A homeowner may refuse such request; however, the Association may not refuse a request by a homeowner to meet and confer.
3. The board shall designate a director or directors to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. 5. The homeowner may not be charged a fee to participate in this process. 6. The parties may be assisted by an attorney or another person at their own cost when conferring. However, if a homeowner intends to bring an attorney to the meeting, the Association must be given a minimum of seven (7) days' notice of the attorney's intended attendance at the meeting.
7. Any resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties in attendance at the meeting. The board designee shall sign

on behalf of the Association.

8. The written agreement reached binds the parties and is judicially enforceable and it is signed by both parties and:
 - a. The agreement is not in conflict with law of the Association's governing documents.
 - b. The agreement is ratified by the board.

RULE ENFORCEMENT PROCEDURES AND FINING POLICY

1. **Generally:** These enforcement procedures and fining policies are to be read in conjunction with the CC&Rs.
2. **Authority of the Association's Board of Directors:** The Board of Directors, pursuant to the Governing Documents, has the power to establish and impose fines which shall be "Enforcement Assessments" or the infraction of any provision of the Governing Documents in accordance with the Schedule of Fines set forth below. The fines shall be in such amount as the Board shall determine and may be imposed on a per day basis for the period of a "continuing violation" as set forth below. The Board shall have the power to suspend membership rights and privileges of a Member, including the right to use of recreational facilities during any period in which such Member shall be in default in the payment of any Assessment, fine or other charge levied by the Association, and for any infraction of the Governing Documents. The Board also has the power to enter Units to make repairs and take such other actions as are authorize under the Governing Documents.
3. **Member Responsibility.** Each Owner is a Member of the Association and is responsible for complying, and for their family members', tenants', invitees', guests', and household members' (each a "Non-member Party") complying, with the Governing Documents. Owners shall give their tenants, if any, copies of the Governing Documents, including the Rules and any amendments as they are adopted. In the case of a violation by a Nonmember Party, the Association shall notify the responsible Owner, and any disciplinary action for non-compliance will be imposed against that Owner.
4. **Purpose of Fines:** The rules and regulations contained herein are enforceable through the issuance of citations or other action. The purpose of fines is not to raise revenue, but rather to establish an appropriate economic penalty for violations. If the Owners are to expect the Board of Directors, staff and management of the Association to administer and enforce these rules, then an effective means of deterring that relatively small percentage of people who willfully abuse the rules must be established. Fines have proven to be a useful means of accomplishing that goal.
5. **Fines Not Exclusive Remedy:** Violation of any rule or policy may result in a fine, suspension, permit or approval revocation, other disciplinary action and / or legal

enforcement action. Any statement in these rules that a fine may be imposed is not intended to and shall not be construed as a limitation on actions that may be taken by the Association in response to a violation. Instead, such a statement is mainly an example of one of many nonexclusive actions that may be taken by the Association in response to a violation. Thus, in addition to a fine, a suspension, permit or approval revocation, other disciplinary action and / or legal enforcement action can be imposed, even for a first offense, under appropriate circumstances.

6. **Enforcement Policy:** In the event that the Board of Directors of the Association receives a complaint from an Owner of the Association or observes that an alleged violation of the Association's Governing Documents has taken place, the Board may take any of the following actions, as it deems it appropriate, in order to gain the owner's compliance.

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

6.2 **Notice of Hearing:** If the violation is not cured within the timeframe set forth in the Notice of Violation, a letter may be sent to the owner of the residence by prepaid first class or registered mail. The letter may include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the time, date and place of the Board meeting whereat the violation will be addressed, (d) a list of possible sanctions which may be imposed at the hearing, and (e) a statement that the Owner has a right to attend and may address the Board at the meeting.

6.3 **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), the Board of Directors will meet in executive session. The alleged violating Owner will have an opportunity to review the evidence presented against him or her and address the Board in his or her defense, however attendance of the Owner at the executive session hearing is not mandatory. The Board of Directors will discuss and evaluate the evidence that has been presented by the alleged violating Owner (either by written statement or evidence, or personal testimony) and any witnesses.

6.4 **Disciplinary Action:** If the Board of Directors has reason to believe that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) imposing a monetary fine in accordance with the Fining Policy set forth below, (b) suspending rights to use recreational

facilities for up to thirty (30) days, and/or (c) seeking judicial relief for failure of the Owner (or his family, tenants, guests and invitees) to comply with the Governing Documents. Except for nonpayment of Assessments, in which discipline is automatic and immediate, the Board shall follow the procedures for notice and hearing set forth above and in Article 15 of the CC&Rs with respect to the accused Owner before a decision to impose discipline is reached.

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

7. **Fining Policy:** After Notice and a Hearing, as set forth in the Enforcement Policy, the Board may suspend Owner privileges and/or levy a fine of up to \$1200.00 per violation with the exception of below.

7.1 Occupancy Restrictions (Airbnb, VRBO, etc.) \$1,000.00 per day

7.2 Continuing Violations: A continuing violation is a violation that has never been brought into compliance with governing documentation and continues to exist or a violation that is repeated after being brought into compliance. Before levying a continuing violation, the Board must hold a hearing giving notice to the Owner that the fine(s) levied as a result of the hearing may be levied for a continuing violation. A fine of up to \$1000.00 per violation will be levied against the Owner until such time as the violation(s) is/are brought into compliance.

7.3 Depending on the severity of the violation, the Board reserves the right to accelerate the enforcement process or turn the violation matter over to the Association's legal counsel for enforcement via internal dispute resolution ("IDR"), alternative dispute resolution ("ADR"), and/or litigation.

8. **Penalties in Addition to Corrective Measures:** The imposition of fines and suspension of use rights are in addition to the requirement that Members comply with the Governing Documents as required by the Board of Directors. Compliance may include, but is not limited to, correcting, repairing or replacing noncomplying conditions, all at the Member's cost.

9. **Payment of Fines:** Fines are due when imposed by the Board and are delinquent if not paid within fifteen (15) days after they are due. All sums payable hereunder by a Member shall be subject to late charges, interest and collection as permitted by the Governing Documents, including but not limited to a lawsuit to compel payment of delinquent amounts and to recover attorneys' fees and costs of enforcement.

10. **Other Remedies:** The Association reserves the right to avail itself of any other remedy permitted by law and the Governing Documents to enforce the provisions of the Governing Documents. These remedies include, but are not limited to, requesting that the matter be submitted to a form of ADR such as mediation or arbitration, entering a Unit to correct a violation, requiring or taking immediate corrective action with respect to property in cases of a bona fide emergency, seeking assistance from local law enforcement, city code compliance or similar public agencies as applicable, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

I, Jennifer Rubottom, am the Secretary of the Hillside Villas Homeowners Association, and certify that these Rules and Regulations were duly adopted by the Board of Directors of the Association and came into effect on the 17 day of October, 2023.

Secretary

October 17 2023
Date

EXHIBIT "A"
ARCHITECTURAL REQUEST FORM

HOMEOWNER NAME: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

BRIEF SUMMARY OF PROPOSED CHANGE:

LOCATION OF PROPOSED IMPROVEMENT:

(Attach drawings of proposed improvement showing top, side and front views, plus dimensions.)

DESCRIPTION OF MATERIALS TO BE USED (ATTACH SAMPLES OF COLORS TO BE USED if applicable:

WHO WILL BE CONSTRUCTING THE IMPROVEMENT? (Check one)

LICENSED CONTRACTOR DO IT YOURSELF

CONTRACTOR NAME: _____

LICENSE #: _____

(Note: Any contractor employed for work on the premises to be licensed by the State of California.)

ADDITIONAL COMMENTS (Use back of form if needed):

OWNER'S SIGNATURE: _____

DATE SUBMITTED: _____

Please complete and return to Hillside Villas Homeowners Association for review and approval prior to the commencement of any work.