

Countrywood Village West

Rules and Regulations

December 2015

1. INTRODUCTION

Association living should be comfortable, enjoyable and free from conflict in areas which are common to all residents. To reach those objectives, it is necessary to establish rules and guidelines, which in most part come from the Conditions, Covenants and Regulations (C C & R's), which should be followed by all residents. Adhering to these rules will result in a pleasant environment, one which is impartial in judgment and fairly administered.

II. C C & R's

All homes in the Association are subject to the rules in the C C & R's, administered by the Countrywood Village West Community Home Owners Association, of which you are a member. (You are contributing an assessment every month to the Association by sending your check to Lordon Management, the appointed Management Company of the Association.)

The 39 page copy of the C C & R's should have been handed to you by the previous owner of the home. The most important rights and duties are summarized below for your convenience.

III ARTICLE IV-COVENANTS FOR MAINTENANCE ASSESSMENTS (Page 9)

1) Section 3-Assessments

The monthly contributions to the Association (assessment) may be increased up to 20% a year if the Board finds this necessary for the continued financial well-being of the Association. It is the Board's intent, to keep the monthly fees as low as possible.

2) Section 4- Special Assessments

The Board may levy a special assessment up to 5% of the yearly budgeted gross expense to cover unexpected costs to the Association.

IV. ARTICLE V- NON PAYMENT OF ASSESSMENT (page 12)

Section 4- If you send in your monthly Association fee after the 15th of the month for which the fee is due, there is a late penalty fee of \$10.00. The Association can put a lien on your property if you have not paid your dues for some months.

V. ARTICLE VI-ARCHITECTURAL CONTROL (Page 12)

1) Section 1- Architectural Approval

No building, fence, wall or other structure (including solar panels, basketball boards, patio covers, Satellite dishes and antennas) shall be erected without prior written approval by the Association Board. (Application forms may be obtained by contacting Lordon Management, 626-967-7921.)

2) Section 2-Landscaping Approval

Trees in the homeowner's yard (which include the areas around the driveway) shall be a maximum of 16 feet, especially if they are standing close to the house or crossing over into a neighbor's yard. Any landscaping, other than that deemed traditional and characteristic of the surrounding properties, must have approval of the Board. (Examples are the use of concrete or any other hardscape and artificial turf to replace existing lawns.)

VI. ARTICLE VII-DUTIES & POWERS OF THE ASSOCIATION (Page 21)

Part of your monthly assessment goes into the Reserve Fund, which is defined by an outside, independent company and updated every year. The funds in the Reserve Fund cover eventual necessary replacement of the roof and upkeep of the exterior of the home (woodwork and stucco). For the common areas, amounts are reserved for termite control, block wall replacement, irrigation controller replacement and slope failure. Consequently nothing should be done by homeowner to either roof or wall, so as not to upset the maintenance of woodwork and stucco and eventual replacement of the roof. No changes to the outside of the home are allowed without formal written application to the Association's.

The Association pays for the following:

- a) Reserve Funds: to paint homes and replace roofs, and repair damage done to common areas.
- b) Landscaping/Irrigation: to maintain and replant the green belt around the association. In almost all streets, the maintenance of the green area around the homeowners' driveway is the responsibility of the homeowner. The common greenbelt is behind the homes, where their lawn ends. Sprinkler problems in the greenbelt area seen by the homeowner should be reported to Lordon Management.
- c) Insurance-The Association carries property damage insurance on the structure with a \$10,000 deductible. The Association also carries an earthquake policy that only covers 1/4 of the total value of the property with a 20% deductible. Unit owners should carry insurance that dovetails with the Association insurance policy with at least coverage for the deductible, coverage for your contents, liability within your property and consider earthquake coverage with the California Earthquake Authority to help cover the high deductible. By all means, get with your agent for proper coverage.
- d) Repairs: Repairs to the building (roof & exterior walls, not including gutters & patio covers/additions) if not caused by the homeowner him/herself. Secondary damages due to roof leaks, plumbing and electrical repairs on the property are the responsibility of the unit owner. Fences are joint responsibility between unit owners.

VII. ARTICLE IX-EASEMENTS (Page 23)

Section 5-Fences and gate repairs are the responsibility of the homeowner. Fence repairs of the common fence with a neighbor are shared 50/50 between homeowners. Fence repairs in the common area fence, separating your yard from the common area, are shared 50/50 with the Association. Repair of the gate is 100% the homeowners' responsibility.

VIII. ARTICLE XI- USE RESTRICTIONS (Page 26)

1) Section 1- Residential purpose:

A home must be used as a single family dwelling.

2) Section 2- No Commercial Use:

A home cannot be used as a factory, workshop or retail outlet.

3) Section 3- No Signs:

A homeowner cannot place signs or billboards, other than Alarm, For Sale or For Lease signs with maximum dimensions of 18" x 30". Only one sign can be placed and only in the homeowners' yard or next to driveway, never in the common area.

4) Section 4- Quiet Enjoyment:

A homeowner cannot start activities that are a nuisance to the neighbors (loud music, machinery, constant barking of dogs, etc.) or activities that increase the rate of insurance carried on any lot by homeowner or Association.

5) Section 5- Restrictions on Structures and Vehicles:

A homeowner cannot have structures of a temporary nature in his/her yard, like shack, garage, barn, outbuilding or tent.

No trailers, campers, boats, commercial vehicles, motor cycles, recreational vehicles, pick-up trucks, mobile homes or similar equipment are allowed in the driveway.

No maintenance, repair, rebuilding, dismantling, performed repainting or servicing of any kind may be on structures/vehicles with exception of normal washing and polishing.

6) Section 6- Animal Restraint: Homeowner's cannot have objectionable animals.

7) Section - Landscaping:

A homeowner must maintain landscaping in his/her yard. (No weeds, rubbish, debris, anything that makes the yard look unsanitary or unsightly.) Trees, shrubs, bushes, vegetables, ground cover, etc. must preserve the aesthetic beauty each lot is intended to enjoy. Vegetables bearing plants must be removed after their crop is harvested.

8) Section 12- Antennas:

The homeowner cannot place antennas, dishes (greater than 20") or similar in his/her yard (on the outside of the home). All television/radio receiving equipment should be placed under the roof. The access to the roof is through an opening in the ceiling or the master bedroom closet or hallway.

9) Section 13- Painting:

The homeowner cannot paint his/her home in any color other than the color approved by the Association.

10) Section 14- Trellises:

The homeowner cannot attach trellises trees, bushes or cables to the stucco of the house.

11) Section 17- Miscellaneous Storage/Screening Devices:

The homeowner cannot place refuse containers in view of adjacent lots or street (or leave them out after trash pick-up day

12) Section 21- Window Covers:

The homeowner cannot install window covers of aluminum foil, sheets or paint.

13) Section 22- Garage Doors:

No garage door shall be left open other than for temporary purpose.

14) Section 22-Garage Sales

Garage sales will only be held the last Saturday of April and October. Time of the sale shall be between the hours of 7 am and 2 pm, unless prior approval is given by the Board of Directors.

15) Outdoor lighting-Annual holiday lighting is permitted between December 1 and January 15 of the following year. Any lighting remaining in place after January 15 may be removed by the Board of Directors and the cost of such removal charged to the owner failing to act by January 15.

IX. ARTICLE VIII-GENERAL PROVISIONS (Page 33)

1) Section 1- Enforcement:

Failure by the Association to enforce any covenant, condition or restriction shall in no event be a waiver of the right to do so in the future.

2) Section 12- Leases (page 36):

Any lease or rental shall be subject to the provisions of the C C & R's and any lessee/tenant shall sign for compliance thereby. Non-compliance shall be a default under the lease. Any owner who leases his lot is responsible for assuring compliance. Owner has the duty to furnish the Board with the name of the individuals leasing and must maintain a current mailing address with the Association at all times. Prior to renting his/her lot, owner shall obtain and deliver to the Board from his proposed Lessee a written statement saying the lessee agrees to abide by the C C & R's.

X. FINES

The Board of Directors may impose warnings and/or fines as necessary to enforce the C C & R's, By-Laws and Rules & Regulations. The fines will be as follows (for each violation):

First Offense- \$25.00

Second Offense-\$50. 00

Third Offense-Not to exceed \$100.00

Further offenses-Fines will be determined by the Board of Directors