Village Homes

PROPERTY OWNERS ASSOCIATION

RULES AND REGULATIONS

October 27, 2026

Updated October 27, 2026

VILLAGE HOMES
PROPERTY OWNERS ASSOCIATION

This updated booklet of Rules and Regulations was adopted by the Board of Directors on April 17, 2013, updated on October 27, 2026, and is based on the By-laws and, Covenants, Conditions and Restrictions (the "CC&Rs") that apply to the Village Homes Property Owners Association (the "Association"). The booklet is a supplement to the By-laws, CC&Rs and is not a substitute for a complete and thorough review of the Governing Documents, which include the following:

* The CC&Rs
* By-laws
* Resolutions adopted by the Board of Directors

Every homeowner in Village Homes is a member of the Association and should have received from the prior owner, as required by law, a copy of the By-laws and CC&Rs. Pursuant to the Association's By-laws and CC&Rs and California law, the Board of Directors has an obligation and the power to enforce compliance with the By-laws and CC&Rs and Rules & Regulations as deemed necessary to ensure compliance and to meet the needs of the Association. You can influence the governance of the Association by being an active voice in your Association.

These Rules have been instituted to make our community a desirable place to live and to enhance the long-term value of both our property and our lifestyle. HOMEOWNERS MUST FURNISH THEIR TENANTS WITH A COPY OF THESE RULES. Copies are available from the Management Company.

Sincerely,

Board of Directors
Village Homes Property Owners Association

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VILLAGE HOMES PROPERTY OWNERS ASSOCIATION
RULES AND REGULATIONS
UPDATED OCTOBER 27, 2026

ASSESSMENTS

The Board has established an annual operating budget which provides for the following expenses:

- Maintenance of greenbelt, clubhouse, and pool area landscaping,
- Maintenance of the clubhouse and pool,
- Contributions to reserve funds for repair and replacement of Association assets,
- Association operations and management.

Assessments are billed quarterly. Assessments are due on the first day of each quarter and are delinquent if not paid within thirty (30) days after the due date. It is the homeowner's duty to pay all assessments levied by the Association on a timely basis. Late fees, interest, and costs of collection, including legal fees, if any, will be charged to delinquent accounts. In addition, past due accounts are subject to collection policies adopted by the Board.

Copies of budgets, reserve studies and collection procedures are distributed to each homeowner annually. Additional copies may be obtained from the Management Company.

GENERAL RULES

1. Homes may not be used for any purpose except as a private single-family residence. Notwithstanding the foregoing, residents may use a portion of their homes for limited business activities as long as all of the following criteria are met:

   A. *Primarily Residential*. The home continues to be used primarily for residential purposes.
   B. *Advertisement Limitations.* Business activity does not involve any advertising, which includes the address of the home or the Association or the telephone number of the Association's business office.
   C. *No Employees, Vendors, Etc.* Business activity does not involve any employees, clients, customers, vendors, contractors, subcontractors, business associates, etc., visiting the residence or the Association.
   D. *No Excessive Deliveries*. The business activity does not involve deliveries or pick-ups of mail or packages which in the Board's determination are in excess of a normal level for residential occupancy.
   E. *No Manufacturing/Production.* No manufacturing/production of any kind takes place in the residence or in the common area.
   F. *Compliance With Laws.* The business activity is not illegal and does not violate any local ordinances.
   G. *Confined to Living Space.* The business activity must be entirely conducted inside the residence. No portion of the business may take place in the garage, yard, or other areas outside the home.

2. Owners may lease or rent out a portion of the living area of their homes to a single tenant. No other portions of the lot, including the yard or garage, may be separately rented out or leased.

3. No tent, shack, trailer, garage, outbuilding, or structure of a temporary character shall be used at any time as a residence or living area, either temporarily or permanently.

4. No property shall be used in such a manner as to obstruct or interfere with the enjoyment of the occupants of other properties, or annoy them by unreasonable noises or disturbances, nor shall any nuisance or illegal activity be committed or permitted to occur on any property or upon the common area of the Association property. Unreasonable noises shall be defined as loud music, loud noises occurring from social gatherings, excessive or unreasonable noises occurring from adults, children or pets on the property and other such disturbances originating on the property.

Enforcement Procedures. Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes unless the "nuisance" causes substantial interference rather than mere inconvenience. Guidelines for determining "substantial interference" are as follows:

A. *Single Lot.* If the nuisance is such that it only disturbs a single lot, then the disturbance is not sufficient to require intervention by the Association and the two parties should resolve the dispute between themselves.

B. *Multiple Lots.* If the nuisance is such that it disturbs more than one lot, the Association may take appropriate action to abate the nuisance if the affected residents request, in writing, that action be taken by the Board. The request must be specific enough to enable the Board to understand and be convinced of the existence of a nuisance.

5. It is the responsibility of the residents to remove any throw-away papers and advertising material left at their home, garage, or mailbox.

6. All weeds, rubbish, debris, or unsightly items of any kind shall be regularly removed from the property in a timely fashion. Lawn and garden equipment should be stored out of sight immediately after use.

7. Storage pods are limited to a maximum of 30 days.

8. Side and rear yards that are visible from the street, greenbelts and/or neighboring properties should remain free of clutter. Trash cans should not be visible from the street or neighboring properties.

9. Outside clotheslines are not permitted. Drying clothes or towels on open garage doors or balconies is not permitted.

10. Woodpiles or storage areas should be in rear or side yards and not visible from the street.

11. Holiday lighting and similar decorations must be removed within two weeks after the conclusion of said holiday.

12. No radio or TV antenna may be installed or erected on Association property. Satellite dishes of less than 36" in diameter are permitted on the Owner's property and should be placed

in a location as inconspicuous as possible.

13. All window coverings visible from the exterior must be maintained in good condition. Foil, cardboard, sheets, blankets, or other similar items are not acceptable window coverings.

14. Repair of damage to any common area property, caused by a homeowner or occupant, his family, or guests, or by his employees or contractors, shall be at the expense of the applicable homeowner.

15. Each homeowner or occupant shall be responsible for the conduct and behavior of all occupants of their home and all guests, whether children or adults, and is financially responsible for any penalties imposed because of their actions.

16. One sign advertising the sale or lease of a home is allowed on the property. The sign shall be in the front yard only, shall not exceed three square feet and must comply with reasonable standards as defined by the City of Thousand Oaks.

17. One sign advertising the current remodeling of a home is allowed on the property. The sign shall be in the front yard only and shall not exceed three square feet. Sign must be removed at completion of job.

18. One customary security sign is allowed on each property, near the front entry to the home.

19. For Sale signs on vehicles or other personal property are prohibited where visible from the street or neighboring property.

20. Portable basketball hoops are permitted on private property. Owners are encouraged to be courteous to their neighbors and place hoops away from neighboring property windows and views. The City of Thousand Oaks municipal code does not permit hoops to obstruct the public rights-of-way including sidewalks and streets.

21. Soliciting is discouraged within Village Homes.

GREENBELT RULES

1. Removing or injuring any form of plant life on Village Homes POA property, including the removal of wood, turf, grass, soil, rock, sand, and gravel is prohibited, except by a Vendor duly authorized by the Board of Directors in the performance of their duties or unless specifically authorized by the Village Homes Board of Directors.

2. Climbing trees on Village Homes POA property is prohibited, except by a Vendor duly authorized by the Board of Directors in the performance of their duties or unless specifically authorized by the Village Homes Board of Directors.

3. Bicycles of any type are prohibited from the natural areas of the Greenbelt.

4. Dogs must always be leashed. The removal of animal feces on Village Homes POA property shall be the responsibility of the owner or custodian of said animal.

VILLAGE HOMES CLUBHOUSE

1. Homeowners may complete an application to rent the clubhouse for a personal event. Applications are available at the clubhouse office or on the website. Applications may be made up to one year in advance of the event and must be approved by the Board of Directors. The rental fee charged is determined by the Board of Directors.

POOL RULES

1. Pool card keys may be obtained from the clubhouse office by paying a $100.00 key deposit. The pool gates are to remain closed and always locked.

2. Residents and their guests must use the swimming and wading pools at their own risk.

3. Climbing over the pool wall and gate is prohibited.

4. Controlled substances that would impair a person's health, judgment or physical abilities are prohibited. Smoking in the pool area is prohibited.

See Appendix B for a full list of Pool Rules.

TENNIS RULES

See Appendix C for a full list of Tennis Rules.

STREETS AND PARKING

1. City and local laws are applicable. In the event the CC&Rs are applicable and are more restrictive than the City and local laws, the CC&Rs shall govern.

2. Automobiles and other vehicles belonging to homeowners shall be parked in the homeowner's garage, driveway, or approved street locations. Residents are encouraged to park their vehicles in their garages or on their driveways whenever possible for safety as well as aesthetic purposes. Homeowners are encouraged to make every effort to keep the streets free of parked vehicles whenever possible.

3. No vehicle belonging to a homeowner or guest shall be parked in such a manner as to impede or prevent ready access to another homeowner's driveway or sidewalks.

4. Inoperable vehicles must be stored out of view of the street and neighboring properties.

5. No vehicle shall be constructed or repaired, upon any Lot or street, public or private where visible from neighboring property.

6. For Sale signs on vehicles or other personal property are prohibited where visible from the street or neighboring property.

7. Trailers, campers, boats, jet skis or other recreational vehicles shall not be parked, other than temporarily, on a homeowner's property unless it is inside a garage or is fully screened from

view to not be visible from the street or neighboring property. Temporary parking shall mean parking of said vehicles belonging to homeowner for loading and unloading purposes only, and in no event for a period more than 72 hours.

8. Residents may not park commercial or rental vans or trucks that have a chassis with a capacity of ¾ ton or larger (such as flatbed trucks, tow trucks, tractor-trailer rigs, etc.) on any driveway except for temporary loading and unloading of said vehicles. These vehicles may not be parked in the driveway overnight.

GARAGES

1. Garages shall be used only for the storage of automobiles, recreational vehicles, trailers, campers, motor-driven cycles, bicycles or similar equipment, or personal possessions.

2. Garages must comply with state and local fire codes in relation to the storage of flammable and hazardous materials.

3. Homeowners are responsible for garage door hardware and maintaining the doors in proper working order.

PETS

1. A reasonable number (as determined by the Board) of generally recognized house or yard pets are allowed on any one lot.

2. Livestock, poultry, and exotic animals are not permitted.

3. Pets may not be kept for breeding or commercial purposes.

4. Structures for housing animals shall not be visible from the street.

5. As required by County and City ordinances, dogs must be kept on a leash or confined within the homeowner's property.

6. Pets that are a general nuisance (e.g., barking dogs, exotic birds) should be reported to Animal Control.

7. The pet owner is responsible for the behavior of the pet, for immediate cleanup of animal waste products in common areas, parkways, etc., and for any damage to shrubbery or lawn, etc.

8. A stray animal or one causing a nuisance can be reported to Animal Control (see Directory on last page of this booklet for phone number). If you provide the name and address of the animal's owner, a warning letter will be sent by Animal Control.

MAINTENANCE

1. Homeowners shall maintain the exterior and roof of their home in good condition and repair; including but not limited to:

- Remove stains on stucco finish and roof tiles (mold, discoloration).
- Repaint exterior surfaces, including trim and garage doors.
- Repair broken windows.
- Repair/replace/paint window trim and/or awnings
- Repair/replace/paint mailboxes.
- Repair/replace/paint rain gutters and downspouts.
- Repair/replace/paint patio covers, including rotted wood.
- Repair/replace cracked or broken walkways and driveways.
- Remove oil and other stains.

2. Walls and fences must be maintained in good condition and repaired/repainted as necessary due to aging and/or deterioration.

3. Landscaping shall be maintained in an attractive condition, including, but not limited to the following:

- Yard/turf shall be mowed, edged, and trimmed, fertilized, and watered.
- Shrubs shall be trimmed; beds weeded and mulched, fertilized, and watered.
- Trees shall be pruned, fertilized, and watered.
- Hedges shall be trimmed to a height of 3 feet, to 6 feet from the street, per the City of Thousand Oaks safety ordinance.

4. "Dead-wooding" of indigenous oak trees (Quercus Lobata and Quercus Agrifolia) on private property is the obligation of the Association. Dead-wooding is defined as the practice of removing dead branches with diameters no larger than 1-1/2 inches at their junction with the next larger branch, limb, or trunk. A dead branch is one which has no green leaves during the season when the rest of the tree is in leaf. Dead-wooding is performed on private property provided the owner makes a request by contacting the clubhouse office (see phone number on last page of booklet). Removal of branches larger than 1-1/2 inches requires a city permit and is the responsibility of the homeowner.

5. The owner and not the Association is responsible for providing oak tree services on private property for: removal of dead branches or limbs over 1-1/2 inches in diameter; removal of structurally unsafe branches, limbs, or tree; ornamental pruning, tree or stump removal; root system or tree cavity treatment; pest or disease control; and fertilizing, drainage, aeration, pits, retaining walls, cabling, etc.

6. Requests for any repairs or maintenance that require Architectural Committee approval should be submitted using the Application for Architectural Approval form.

7. Vermin control within the homeowner's property boundaries shall be the responsibility of homeowner. Homeowners are encouraged not to use anticoagulant type rodenticides to minimize those chemicals from entering our ecosystem.

LANDSCAPE INSTALLATION

1. All plans for landscaping (softscape, hardscape, lighting, and any perimeter fencing) must be submitted to the Architectural Committee for approval prior to installation using an Application for Architectural Approval form.

2. Plans and specifications should include size, type, and quantity of all plant materials, building materials, lighting, concrete and masonry to be used.

3. Homeowners are responsible for providing proper drainage from front and rear yards and/or slopes to the street.

UTILITIES

1. **Trash containers may be placed at the street no earlier than 3:00 p.m. on the evening prior to collection and must be removed from view of the street no later than 12:00 p.m. on the day following collection. Trash cans must not be visible from the street or neighboring properties.**

2. Please report any broken or burned-out greenbelt and streetlights to Southern California Edison at 800-611-1911, giving the number of the light pole.

3. Please report any greenbelt irrigation repairs to the clubhouse office.

INSPECTIONS

The management company performs an annual walk-through of the entire neighborhood to verify that the CC&Rs and these Rules and Regulations are being followed. The Architectural Committee also acts on specific complaints received from homeowners. Any resident who, knowingly or unknowingly, does not abide by these regulations will be notified of the infraction and is expected to comply immediately or appeal to the Board in writing.

ENFORCEMENT OF GOVERNING DOCUMENTS *(Effective July 1, 2025. See prior rules for enforcement policy prior to July 1.)*

Each violation of the Village Homes Property Owners Association Governing Documents is an infringement on the rights of all other residents of the community. Some infringements are minimal in the breadth or scope of their impacts. Others are very serious.

The enforcement policy of Village Homes Property Owners Association is intended to reflect the Board of Director's recognition of the various levels of violation which can occur within a community association such as ours. The common areas are for the use of members in good standing. Pool and tennis access cards will be deactivated if dues are delinquent or if violation fines are not paid.

The enforcement procedure, therefore, provides for a range of remedies that may be used to

ensure compliance with the governing documents. It shall be the practice of the Association to utilize the lowest level of remedy found to be compatible with the gravity of each violation which will promptly cause the violation to be eliminated. Implementation of progressively more rigorous remedies may follow as necessary to resolve the problem.

A. Remedies Available:

The Board of Directors shall be empowered to utilize each one of the following measures against a member for each violation of the Village Homes Property Owners Association governing documents, subject to any restrictions found in the governing documents and/or applicable law:
1. Issue a Letter of Violation.
2. Suspend Use of Common Areas or Ownership Privileges
3. Impose Monetary Fines.
4. Seek Mediation or Arbitration as provided in Civil Code Section 5935.
5. Seek Self Help. (Association contracts to remedy situation and charges cost back to homeowner.)
6. Commence Legal Action to enforce governing documents.
7. Invoke such other non-judicial remedies as may exist under statute from time to time.

B. Duration of Penalties:

In appropriate situations, the Board may determine that a suspension of Owner Privileges may be imposed after hearing for up to 30 days or until the violation is corrected, whichever period is longer.

C. Monetary Sanctions:

Subject to the hearing procedures described below, violations by an owner or the owner's family, tenants, guests, agents, employees, licensees, or invitees may result in a fine being levied against the owner. Such fines are due within thirty (30) days of the issuance of the ruling. Depending on the severity and frequency of the violation

A member shall have the opportunity to cure the violation prior to the meeting/hearing and no fine or penalty may be imposed if the violation is cured prior to the meeting or the cure could not be achieved prior to the meeting and the Owner provides a reasonable financial commitment to cure the violation. For the purpose of this section, the remedy to cure applies to property conditions that do not conform to standards described in the HOA's governing documents; a situation where there is an opportunity to return a non-standard condition to its compliant state. Conversely, behavioral actions that violate Association rules, once committed, cannot be undone and are therefore not considered curable. Examples of behavioral offenses include, but are not limited to, the following: making loud noise; allowing pets off leash in the common area, violating vehicle parking restrictions. Repeating the same violation multiple times is considered a new and separate violation, subject to a $100 fine per violation. Multiple violations can be addressed in a single disciplinary hearing.

In the discretion of the Board, a written notice summarizing the complaint and citing the rule or regulation that was violated will be issued to the owner of record as to a first violation or a fine of up to $100.00 may be issued after notice and a hearing are conducted. The owner shall have ten (10) days from receipt of the warning or fine after the hearing to remove the violation.

D. **Violations involving health and safety issues.** Determined at the discretion of the Board for violations which the Board determines the violation to present an adverse health or safety impact on the common area or another Association member's property. After notice and a hearing, the Board may impose a fine of up to $1,000.00 based on the seriousness of the health and safety danger. Before imposing a fine on the violation which has health and safety concerns, the Board shall make a written finding specifying the adverse health or safety impact in an open meeting of the Board. If the violation is not corrected, the Board can schedule and hold additional hearings and impose new fines after new findings of health and safety impacts are made at open meetings. Examples of violations presenting adverse health or safety impact generally would include any conduct that could or does create a hazardous condition, including leaving pool gates open or having glass containers within the pool area of Village Homes. **See Appendix E for a comprehensive list.**

E. <u>Procedure:</u>

No suspension action shall be taken against any person or any Lot nor shall any monetary sanction be imposed except in accordance with fair and reasonable procedures, which procedures shall include all the following:

1. Notice: When the Board of Directors is to meet to consider or impose discipline upon a member, the person(s) and/or Lots subject to discipline shall be given notice in writing, delivered personally or by first class mail, postage prepaid, addressed to the most recent address maintained on the Association's books for such person or Lot, advising the date, time and place of the meeting, the nature of the alleged violation, the section or sections of the Governing Documents alleged to have been violated, the possible discipline which might be imposed for each violation found to exist, and a statement that the person has the right to attend the meeting and may address the Board. Such notice shall be given at least ten (10) days prior to the meeting.

2. Hearing: Any person subject to proposed discipline by the Board shall be afforded a reasonable opportunity to be heard concerning the alleged violation and/or any discipline which may be imposed. Any such person may appear in person or by submitting a written statement. Any such person may be represented at the hearing by counsel, but in no event shall the Association or the Board be responsible for any costs or fees incurred by any person in connection with any appearance by such counsel. Formal rules of evidence need not apply at any hearing conducted by the Board; rather the Board shall be entitled to consider all evidence that it deems to be relevant to any issue or matter presented by the alleged violation.

3. If the Board imposes discipline on a member, the Board shall inform the person subject to proposed discipline of the disciplinary action resulting from any hearing conducted hereunder, in writing, by either personal delivery or first-class mail within fourteen (14) days following the decision.

4. No discipline shall become effective until ten (10) days after the decision of the Board has been delivered to or deposited in the mail to the person(s) affected thereby.

5. The Board may, in its sole discretion, impose discipline "conditionally" upon the finding of a violation. Any such conditionally imposed discipline shall describe with specificity the event or action which will relieve the discipline from being imposed finally, or upon the happening of which the discipline will be imposed finally.

6. If after the hearing the parties do not agree, the members shall be entitled to request Internal Dispute Resolution. If the parties do agree, the Board shall draft a written resolution which shall be signed by all parties containing terms and conditions not in conflict with law or governing documents which binds the Association and is judicially enforceable

F. Use of Other Remedies:

1. Self Help may be utilized at any time that it is determined that such remedy is immediately needed to protect the health, safety, or general welfare of the community, or when it is determined by the unanimous vote of the Board of Directors that the remedy is appropriate in view of the violation sought to be corrected.

2. Unless legal action is needed to abate a serious violation which has already begun to occur, or to prevent a serious violation which is threatened to occur, it shall be the policy of the Association to invite a person to engage in Alternative Dispute Resolution through mediation or arbitration whenever feasible prior to commencement of any legal action.

F. Internal Dispute Resolution. If the Association and an owner are involved in a dispute involving their rights, duties or liabilities under California law, the Rules, the CC&Rs, the Bylaws, or any other governing documents, either the Association or the owner may invoke the following procedure:

1. Written Request. Either party may request, in writing, that the other party meet and confer to resolve the dispute. The request shall include a description of the dispute.

If the owner initiates the request, the Association shall accept, unless the parties have already used this procedure to meet and discuss the same dispute within the past three (3) months and to the Association's knowledge there has been no change in any relevant circumstances since that prior meeting. In that case, the Association may accept or reject the owner's request at its option.

If the Association initiates the request, the owner is not obligated to accept.

2. Association Designee. If the request is accepted, the Board shall designate one or more members of the Board to meet and confer with the owner.

3. Meet and Confer. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith to resolve the dispute.

4. Written Resolution. If the dispute is resolved, the agreed-upon resolution shall be put in writing and signed by the parties. The Board designee may sign on behalf of the Association.

5. No Fees. No fee shall be charged to the owner for participation in this process.

6. Limited Scope. This procedure shall not apply to hearings held by the Association to consider discipline against an owner or to require that a violation be cured. Neither shall this Section apply to parties proposing alternative dispute resolution before filing litigation.

ELECTION RULES

These Election Rules have been adopted by the Board of Directors of Village Homes Property Owners Association in compliance with its governing documents and California Civil Code.

1. Annual Members Meetings. There shall be an annual meeting of the members each year for the purpose of viewing the election of the Board of Directors and conducting any other business of the Association. The annual meeting shall be held the second Monday of June, or no more than 30 days before or after that date.

2. Number of Votes. Members are entitled to one (1) vote per Lot regardless of the number of record owners of the Lot. Each Lot is entitled to one (1) vote for each vacancy on the Board to be filled at the election.

3. Cumulative Voting. Cumulative voting is allowed. This means you can place all your votes on a single candidate or divide your votes among as many candidates as you choose (up to the number of candidates to be elected).

4. Quorum. The election shall not be valid unless a quorum of ballots is returned, which shall be if the number of ballots received constitutes a majority of the Lots. (See section rule 1.0.3 for possible exception to this rule)

5. Failure to Achieve Quorum. If a quorum of ballots is not returned by the due date, the inspector of election shall fill out the "Official Report of Inspectors of Election" form to the extent possible and promptly deliver the completed form to the Board along with the ballots received. Ballots shall remain sealed and retained. A second election notice will be issued. In this event, current board members shall continue to hold their positions.

6. Determination of Results. Those people receiving the largest number of votes shall be elected to the Board. Any ties for the election of Directors shall be determined by a coin toss.

7. Length of Term. Board members shall serve a term of one year, or until their successors are elected. (Note: vacancies on the Board shall be filled by the remaining Directors and shall be in force until their successor is elected by the members.)

ELECTION SPECIFICS

1.0.1 **Campaigning.**

(a) All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications unless said content, if published, would subject the Association to legal action for republishing same. In addition, the

Association may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

(b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

(c) Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communication sent pursuant to this policy).

1.0.2 **Notice of Election Meeting and Nomination of Candidates.**

(a) At least ninety (90) days before an election meeting of the Association and thirty (30) days prior to the deadline to submit candidate nominations, the Board of Directors or its agent shall:

1. Send a Notice of Election Meeting to each member of record. Individual notice shall be delivered pursuant to Civil Code Section 4040 if such notice is requested by a member. This Notice shall state the location and date and time of the meeting, and the identity and address of the Election Inspector chosen by the Board at an open meeting.

2. Mail, hand deliver or electronically deliver (with member consent) to each owner a Candidate Nomination Form which, among other things, shall set forth the deadline for submission of the Nomination Form and the procedure for such submission to the Election Inspectors.

(b) At least thirty (30) days prior to the mailing of ballots, the Association shall mail, hand deliver or electronically deliver (with member consent) to each owner a list of all candidate's names that will appear on the ballot.

(c) At least thirty (30) days prior to the election meeting, the Election Inspectors shall individually deliver the ballots to the members and either individually deliver a copy of the election rules or notice that the election rules are posted on an internet website which is identified. If posted, the notice shall state in 12-point font on the ballot: "The rules governing this election may be found here: www. villageinwestlake.com"

(d) Each member of the Association's Board of Directors and nominees for the Board shall be a unit owner or a qualified representative. Qualified representatives include Trustees of Trusts, Officers or Managers of Corporations or LLCs or general partners of partnerships of LLP's.

(e) Only Owners may nominate themselves or another Owner/qualified representative. Only Owners may serve as a director except when the Bylaws or CCRs permit the Declarant to appoint or nominate non-owners. Qualifications shall be as set forth in the Bylaws except as otherwise provided in California law.

(f) Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in the nomination for election to the Board. If confirmation of consent is not obtained, the nominated candidate will not appear on the ballot.

(g) All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot. Qualifications to run for the Board shall be the same as those to serve on the Board. The following candidates and Directors shall be disqualified from running or serving on the Board:

(1) An owner with a prior criminal conviction that would prevent the association from obtaining or maintaining the required fidelity bond under California law.

(2) An owner whose election would result in joint owners of a separate interest serving on the board at the same time:

(3) An owner who is delinquent in payment of regular or special assessments and who has had an opportunity to engage in Internal Dispute Resolution, has not paid amounts in protest and who is not making payments to Association under a payment plan. The internal dispute resolution shall be conducted prior to the ballots being mailed out to the members.

Notwithstanding any provision in the Bylaws, all qualifications for Directors shall comply with the provisions of Civil Code Section 5100-5115 as amended from time to time.

(h) The Candidate Nomination Form must be returned to the Association at the address provided and by the deadline stated on such form. Nominations from the floor of the election meeting for candidates for the Board shall not be permitted. Write-in votes shall not be permitted.

(i) Procedures for nominations for election to the Board shall comply with Corporation Code Section 7520, Civil Code Sections 5100-5130 as amended from time to time.

1.0.3 **Board Elections by Acclamation**

When the number of qualified candidates is not more than the number of vacancies to be elected at the time of the deadline for submitting nominations, as determined by the inspector or inspectors of the elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation on the scheduled day of

the election. The inspector shall be dismissed, and no ballots will be distributed to the Homeowners. This shall occur if all the following conditions have been met:

(a) The Association has held regular elections for the directors in the last three years. The three-year period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.

(b) The Association provided individual notice of the election and the procedure for nominating candidates as follows:

(1) Initial notice at least 90 days before the deadline for submitting nominations. The initial notice shall include all of the following:
   a. The number of Board positions that will be filled at the election.
   b. The deadline for submitting nominations.
   c. The manner in which nominations can be submitted.
   d. A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.

(2) A reminder notice between 7 and 30 days before the deadline for submitting nominations. The reminder notice shall include all the following:
   a. The number of Board positions that will be filled at the election.
   b. The deadline for submitting nominations.
   c. The way nominations can be submitted.
   d. A list of the names of all the qualified candidates to fill the Board positions as of the date of the reminder notice.
   e. A statement reminding members that if, at the close of the time period for making nominatio9ns, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of board positions to be filled.

(c) (1) The Association provides, within seven business days of receiving the nomination, a written or electronic communication acknowledging the nomination to the member who submitted the nomination.

(2) The Association provides, within seven business days of receiving a nomination, a written or electronic communication to the nominee, indicating either of the following:

a. The nominee is a qualified candidate for the board of directors.

b. The nominee is not a qualified candidate for the board of directors, the basis for the disqualification, and the procedure, which shall comply with Article 2 (commencing with Section 5900) of Chapter 10, by which the nominee may appeal the disqualification.

(3) The Association may combine the written or electronic communication described in paragraphs (1) and (2) into a single written or electronic communication if the nominee and the nominator are the same person.

(d)(1) The Association permits all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to subdivisions (b) to (e), inclusive, of Section 5105 of the Civil Code.
(2) Notwithstanding paragraph (1), an association may disqualify a nominee if the person has served the maximum number of terms or sequential terms allowed by the association.
(3) If an association disqualifies a nominee pursuant to this subdivision, an association in its election rules shall also require a director to comply with the same requirements.

(e) The Association Board votes to consider the qualified candidates elected by acclamation at a meeting pursuant to Article 2 (commencing with *Civil Code* Section 4900) for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

1.0.4 **Secret Ballot Procedure; Record Date.**

(a) Ballots and a pre-addressed envelope with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.

(b) Ballots must ensure the confidentiality of the voters.

(1) A voter may not be identified by name, address, or unit number on the ballot.
(2) The ballot may not require the signature of the voter.
(3) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and lot owned. If there are multiple lots owned by the same person there will be multiple ballots, each with its own envelope. The second envelope is addressed to the inspectors of election, who will be tallying the votes.

(c) Owners may return their secret ballot by mail or hand deliver it to the meeting or complete the ballot at the meeting; provided only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted. A non-Owner who holds a general power of attorney for an Owner or a valid proxy shall be entitled to receive a ballot and cast said ballot.

(d) A member may request a receipt for delivery. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

(e) Valid proxies shall entitle the holder to receive and cast a secret ballot as provided herein. Directed proxies instructing the holder how to vote shall not be accepted.

(f) Cumulative voting shall be allowed for Board elections in any year in which two or more directors are to be elected.

1.0.5 **Inspectors of Election.**

(a) The Board shall appoint at an open meeting of the Board an independent third party as inspector of election prior to the mailing of the secret ballots. Independent third parties include, but are not limited to:

(1) a volunteer poll worker with the County registrar of voters.
(2) a licensee of the California Board of Accountancy.
(3) a notary public.
(4) a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors.

A person who is currently employed or under contract to the Association (except specifically to act as an election inspector) shall not serve as an Election Inspector.

(b) Prior to secret ballots being mailed to all the owners, the Board shall determine the Election Inspectors to whom the secret ballots shall be returned

(c) The inspectors of election shall also do all the following:

(1) determine the number of memberships entitled to vote and the voting power of each.
(2) determine the authenticity, validity, and effect of proxies or powers of attorney, if any.
(3) receive ballots.
(4) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
(5) count and tabulate all votes.
(6) determine when the polls shall close.
(7) determine the results of the election.
(8) perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable Rules of Association regarding the conduct of the election that are not in conflict with this section.

(d) An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.

(e) Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.

(f) The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

1.0.6 **Handling of Ballots.**

(a) The Election Inspector(s) shall be designated by the Board of Directors and shall be identified on the Notice of Election Meeting. As secret ballots are returned to

the Election Inspector(s), the Election Inspector(s) shall check off on a sign-in sheet that a ballot has been received for such unit. The first secret ballot received for any lot shall be the ballot which is counted. Any subsequent ballots for the same lot which are received shall be deemed invalid and shall be discarded. Ballots received by the Election Inspector(s) shall be irrevocable.

(b) The sealed ballots always shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of ballots and the certification of the election results by the inspectors of the election, the ballots shall be transferred to the Association.

(c) No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are to be counted and tabulated.

(d) After tabulation, election ballots, signed voter envelope, voter list, candidate registration list, and proxies shall be in the custody of the Inspectors of Election or stored by the Association as designated by Inspectors of Election in a secure place until the expiration of the period for filing a challenge to the election under Civil Code Section 5145. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members of their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

1.0.7 **Meeting at Which Secret Ballots Shall be Tabulated.**

(a) The inspector of the election shall tabulate the ballots for the election of the Directors or other matters to which this policy applies at a meeting of the owners, or if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time, and place, as the general meeting of the Association called for the purpose of counting ballots. The Board of Directors shall determine the date, time, and place of the annual or other general meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.

1.0.8 **Tabulation of Votes; Quorum Requirement.**

(a) All votes shall be counted and tabulated by the inspector of election in public at a properly noticed open meeting of the members or of the Board at which a quorum of the membership exists in person or by ballots.

(b) The inspector of election shall confirm that no more than one ballot was returned for each unit.

(c) Any candidate or other member of the Association may witness the counting and tabulation of the votes.

1.0.9 **Announcement of Results.**

(a) The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

(b) Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.

(c) Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

APPENDIX A
VILLAGE HOMES CLUBHOUSE CONDITIONS FOR USE AND RULES

1. Acceptance of these **CONDITIONS** shall be prerequisite for consideration by the Board of Directors of any application, and the APPLICANT shall be liable to the Association for full compliance with these CONDITIONS.

2. OWNER/**APPLICANT** shall agree to indemnify and hold harmless the Association, its Officers, Employees, Directors, and Agents from all claims, liability, loss, or damage resulting from the use by the APPLICANT of any of the Association Facilities.

3. OWNER/**APPLICANT** shall accept responsibility and legal liability for the conduct and actions of guest(s) or attendee(s) and for damage to the facilities and equipment. Prior to keys being issued, the APPLICANT shall provide a Certificate of Insurance, naming Village Homes as an additional insured, in the amount specified by the use and the Board.

4. The **APPLICANT** shall agree to comply with all State and Local Laws that may pertain to the use of the facilities. The Board of Directors limits the use of the Clubhouse to one hundred peopl**e** only.

5. I**NDEMNITY FROM PROPERTY DAMAGE**: OWNER/APPLICANT agrees to be responsible for all damage to the premises which may arise out of the Event. The APPLICANT shall inspect the premises immediately prior to the Event and shall inform the Association by telephone (805) 413-1170, prior to the Event. If no such defects are reported, the premises shall be presumed to be in good condition, without defects immediately prior to the Event.

6. Rental of the Clubhouse **DOES NOT INCLUDE** the pool area, the tennis courts, or the patios areas. The Clubhouse doors *must* remain closed during the arranged function.

7. **TIME- Events** must be concluded by **10:00 p.m**. An extra charge of $100.00 will be deducted from the deposit if the event exceeds 10:00 p.m., and the entire deposit will be forfeited if the event is not over by 11:00 p.m. This time limit will be strictly enforced.

8. **CLEANING** - The facilities shall be cleaned and vacated, INCLUDING Sundays, unless special arrangements have been made. Complete cleaning of all rooms and facilities and removal of all rented equipment, decorations, food, trash, and other materials, shall also be accomplished within that period. The Association does NOT provide any cleaning services, nor does it accept any responsibility for cleanup, removal, or storage of furniture, trash, decorations, or decoration removal, vacuuming, etc. All trash is to be placed into Athens trash and recycle bins outside of the building. **I**f such cleaning, removal, etc., is not completely accomplished by the OWNER/APPLICANT, a cleaning surcharge (determined by

APPENDIX A Cont'd.

the Association Manager based solely on the post-use inspection) may be deducted from the deposit. If major damage occurs, the Board may request additional funds to repair the damage. In such situations, a determination will be made by the Board.

9. **USE** - The Association does NOT offer use of the Clubhouse Facilities as a Commercial Business Venture. The Clubhouse is intended for use primarily by:

a) The Association for membership meetings, meetings of the Board of Directors, and Association Committee Events.
b) Resident homeowner members in good standing for their personal events. Residents may not sponsor non-resident events.

10. FOOD VENDORS**:** A single food vendor is allowed to set up for guests outside on the south end of the clubhouse driveway where the walkway to the Ashford pool gate is located. All Food Truck and Catering Companies need to provide proof of liability insurance, with a minimum of $300,000 naming Village Homes POA as additional insured as well as a copy of their auto insurance policy if it is a Food Truck. All vendors need to provide their own clean up and off-site trash disposal.

11. **INSURANCE -** ALL APPLICANTS shall provide a Certificate of Liability Insurance with the minimum amount of: $300,000. The Certificate of Liability Insurance is to include Village Homes as Additional Insured on the homeowner's residential property insurance. To obtain such insurance, the homeowner is to contact their Insurance Agent for the addition of the "Additional Insured.

12. **THE BOARD** shall review all applications and their decision is final. All decisions, fees, and conditions are at the discretion of the Village Homes Board of Directors.

13. ASSOCIATION **EERGENCY REPRESENTATIVE** can be reached during the event by telephone **(805) 413-1170.**

14. **TENANT:** If clubhouse is used by a Tenant, the Owner of the property must also sign the application and accept responsibility for the action of their Tenant.

15. **SECURITY DEPOSIT**: Shall be used for any necessary post-event cleaning of the Clubhouse and for repairs deemed necessary by the Board of Directors following the event.

16. **APPLICANT** shall abide by the following conditions:

a**. NOISE** shall always be controlled to a reasonable level in consideration of the neighboring homeowners. All exterior doors shall be kept closed at all times except as necessary for occasional entry or exit. MUSIC is allowed until 10:00 pm. Any excessive noise inside or outside the Clubhouse will not be tolerated and in that event, the police may be called, and the Security Deposit will not be refunded.

b**. SMOKING** is prohibited within the Clubhouse, restrooms, and pool areas. Smoking is only permitted within the Village Homes parking lot.

c. **TRASH** and other debris shall be placed in closed plastic bags and removed to the outside trash area (northeast side of building) and placed inside the trash receptacles. Whatever does not fit inside the receptacles must be taken away from the premises. DO NOT leave trash lying around the pool area.

d. **KITCHEN EQUIPMENT** shall be left in clean and operating condition, including garbage disposal, range, microwave, refrigerator, and all countertops.

g. **FURNITURE** shall be picked up and carried, or rolled into place on carriers provided, and shall not be dragged across carpeted or tiled area. Clubhouse furniture/equipment shall be returned to its proper storage area after the Event, without damage to the furniture or the premises. Association furniture shall **not** be placed outside the building at any time.

h. **LIGHTS/THERMOSTAT**. Before leaving, please turn off all lights and check that all doors are

APPENDIX A Cont'd.

closed and locked. When using the thermostat, be sure to turn it off when leaving so the AC or heater is not running all night or on weekend. Failure to turn off Thermostat may result in a utility charge being deducted from your deposit.

i. **CLEAN-UP INCLUDES** placing things back where they were, including tables and chairs; sweeping, vacuuming and spot removal on carpet; cleaning kitchen including microwave, oven, and refrigerator; cleaning messes and spills in restrooms.

j. **DOORS.** All doors must be locked at the end of the Event.

k. **PARKING**. Parking is discouraged on the cul-de-sacs on Ashford Court and Stormcroft Court, or in front of homes on Evenstar Avenue. Guests are to use the Clubhouse parking lot.

l. **MISCELLANEOUS ITEMS:**
(i) The use of rice, glitter products, craft supplies, or flammable decorative materials is prohibited.
(ii) No staples, tacks, or tape (or anything else) are to be attached to the building, walls, or the carpet. A permitted adhesive product can be obtained through the office on request.
(iii) Village Homes P.O.A. prohibits candles and all open flames unless a permit has been obtained from the Ventura County Fire Department. ***(****Note, Birthday candles that are quickly extinguished are approved for use)*
(iv) Village Homes does not allow any portable open-flame cooking inside the Clubhouse or Pool Deck. This includes propane, charcoal, or hibachi type grills.
(v) **J**olly Jumpers and/or Bouncers are not allowed in the clubhouse or on the premises, due to the liability

APPENDIX B

☙ VILLAGE HOMES POOL RULES ❧

The Pool Area is available only to Village Homes Residents and their guests. There is no exclusive use of any part of the Pool Area to any resident(s). Guests must always be accompanied by a Homeowner. Residents and their guests are responsible for keeping the gates closed at all times. Do not let unknown people into the pool area.

Pool parties are allowed with a prior reservation and approval. Please contact the Clubhouse office for details.

POOL HOURS ARE FROM 7:00 A.M. UNTIL 10:00 P.M.

Lifeguards may be on duty during the summer and have the authority to enforce the pool rules and recommend suspension of pool privileges when any rule is violated. Violators could be evicted from the pool area for failure to comply with Lifeguard requests.

NO SMOKING OR VAPING IS ALLOWED

Children under 14 years of age in the pool area must be supervised by an adult (age 18 or older)

APPENDIX B Cont'd

at all times. Children unsupervised by an adult will not be allowed in the water.

Children three years and under must wear swim diapers even if they are potty trained. No exceptions will be made, and lifeguards will check. Should an accident occur (such as defecation) in either pool, the party responsible will be charged a reimbursement assessment for the costs incurred. The pool will be closed for 48 hours as required by the Ventura County Health Department.

Diving or jumping into the pool is not permitted at any time. No one may be thrown into the pool.

No food, gum or drink is allowed in the pool or on the deck edge immediately surrounding the pools. Litter must be disposed of properly in the receptacles provided. No glass is allowed in the pool area. Pizza boxes need to be disposed of in the Athens Recycle and Trash Bins, not the small receptacles around the pool.

At no time will there be music or audio-visual equipment used within the gated pool area that would impede the enjoyment of the general pool guests or surrounding neighbors.

No structures may be set up or installed within the gated pool area without prior approval.

No portable open-flame cooking equipment inside the Clubhouse or pool deck is allowed. This includes propane, charcoal, or hibachi type grills.

Pool deck furniture is available on a first come first served basis. Residents are encouraged to put all furniture back in its original location. (If you move it, kindly put it back when you leave) If you notice any damage or broken furniture, please notify the clubhouse staff.

Floats over three feet in length will not be allowed. High pressure squirt guns, hard balls, and tennis balls are prohibited in the pool or on the deck except for beach balls.

No running on the pool deck.

Proper swimming attire is always required in the pool area.

Dogs or any other pets are not allowed in the pool area. An exception is made for certified service animals.

Swimming alone is not recommended when a lifeguard is not on duty.

APPENDIX C

☙ VILLAGE HOMES TENNIS RULES ❧

The Tennis court hours are from 8:00 AM until 10:00 PM every day of the week. Smoking is prohibited in the court.

The court is to be used primarily by Village Homes residents. Guests are allowed on the court only when accompanied by members. Anyone straying onto a court in use by another party will be required to leave the tennis court. The courts may only be used for playing tennis.

A family name may not appear on online registration sign-up for more than two (2) non-consecutive hours per day. No group may sign up for play more than two (2) hours consecutively when the Tennis Committee may schedule tournaments which are open to homeowners who wish to participate on a first come, first served basis, due to court limitations. These tournaments will be noted in the *Village Voice* when scheduled. After 6:00 PM the family name may appear on the sign-up roster only three (3) times per week.

Reservations are to be made not more than 48 hours in advance of play.
Reservations may be made online. Simply visit the website:**thevillagehomes.skedda.com/booking**

1) **Tap the time slot you desire**
2) **Enter your email**
3) **Complete booking**
4) **Play!**

As a courtesy, if you have reserved the time and cannot play, please cancel your name in a timely manner so that others may sign up to play.

Only tennis shoes and proper tennis attire may be worn on the tennis court. Skateboarding, rollerblading, scooter, and bicycle riding on the courts are strictly prohibited.

Members observing violations of the Tennis Rules should make a report to the Clubhouse Office, in writing, with the reporting member's signature, for play penalties and privilege suspension to be enforced.

If a player group is ***15 minutes late*** the time scheduled is forfeited. Members who wish to play at that time may do so.
All players should be courteous and follow proper etiquette when entering and leaving the court. Please make sure to close the tennis court gates because it will help alleviate damage to the court. Also, please do not slam the gate since the force of closing may cause damage to the gate and the hinges.

At no time are tennis lessons to be given to non-residents of Village Homes. Private lessons may be given to residents provided the name of the homeowner taking the lessons appears on the online tennis registration website: **thevillagehomes.skedda.com/booking**

APPENDIX D

VILLAGE HOMES ARCHITECTURAL RULES

PLEASE SEE THE SEPARATE DOCUMENT, *ARCHITECTURAL GUIDELINES* FOR FULL LIST OF REQUIREMENTS.

1. No structural changes or improvements which alter the exterior appearance of any property, including but not limited to pools, spas, patios, and patio covers, fireplaces, fountains, play equipment, built-in BBQs, fencing/walls/gates, screen doors, awnings, landscaping, tree removal, walkways, outdoor lighting, gazebos, solar panels, etc., may be made without prior written approval of the Architectural Committee. This includes any minor installations or apparatus affixed or attached to any exterior wall or fence and painting or repainting of any exterior item.

2. An application for architectural approval may be obtained from the Clubhouse office or the website and must be used to apply for modifications. The homeowner will be advised of the Architectural Committee's decision and/or recommendations within thirty (30) days of receipt of a complete application. If the owner's application is disapproved, the decision will include a procedure for recommendation by the Board, if any.

3. If the owner's application is rejected, the owner can appeal the decision to the Board of Directors. Such an appeal must be in writing and received by the Board within thirty (30) days of the owner's receipt of the rejection. The Board shall consider the appeal at the next open Board meeting scheduled to take place at least fifteen (15) days after the date of its receipt of the owner's appeal. The owner may attend that Board meeting and address the Board on the issue. The Board will notify the owner of its decision in writing within fifteen (15) days of the meeting. If the owner's appeal is denied, the decision will include an explanation of why the appeal was denied. If the owner modifies the plans and specifications, this shall be treated as an application for architectural approval, not as an appeal.

4. Each request will be considered on an individual basis. The fact that a similar change or improvement has been made elsewhere does not indicate automatic approval. The Committee's decision will be determined by the location and general features of the project; how it may affect the rights and/or privacy of neighbors; and how it conforms to the architectural harmony of the Association. The Committee will make every attempt to cooperate with the applicant so that any problems concerning the application may be resolved.

5. Building permits must be obtained for any construction that is included in the building codes of the City of Thousand Oaks or for any improvements that encroach onto existing slopes. Please note this does not mean that, should a permit be obtained without submitting your plan to the Committee, you will receive automatic Committee approval.

6. Plans and specifications are NOT reviewed by the Architectural Committee for engineering design and integrity. The use of a civil or structural engineer is encouraged.

7. Improvements must be completed within six months of plan approval unless otherwise stated in the Architectural Approval. An extension may be requested; however, re-submittal of plans for approval may be necessary.

8. Any resident who, knowingly or unknowingly, does not abide by these regulations will be notified of the infraction and is expected to comply immediately or to promptly request a variance in writing.

APPENDIX E

☙ VILLAGE HOMES HEALTH & SAFETY CRITERIA ❧

PLEASE SEE THE SECTION ON PAGES 7&9
" *ENFORCEMENT OF GOVERNING DOCUMENTS* FOR FULL DETAILS"

Health and Safety Violations Village Homes Homeowner Association
Updated October 2, 2026

In consideration of the California AB130 Law, the following conditions are considered Health and Safety Violations of the Village Homes Property Owners Association Rules and Regulations*. Any incident resulting in a Health and Safety Violation will incur a Violation Notice as well as a hearing before the Board of Directors and a fine of up to $1,000.

1. Accumulation of combustible debris or excessive vegetation that could be a fire risk. All trees, shrubs, and vegetation located on a Lot shall be properly maintained so as not to create a health, safety, or fire hazard. Overgrown, dead, diseased, structurally compromised, or improperly maintained trees that pose a risk of falling, limb failure, obstruction of emergency access, or increased wildfire risk are expressly declared a Health or Safety hazard. (2/10/2026)
2. Any violation in the pool area will be considered a health and safety issue. (10/14/2025)
3. Unsafe, unstable, or deteriorated structures or improvements.
4. Falling or collapse hazards involving buildings, walls, or landscape features.
5. Unsecured construction materials or equipment.
6. Conditions that obstruct safe pedestrian or vehicle access, including visual obstructions. creating unsafe conditions for drivers or pedestrians.
7. Parking violations. No vehicle belonging to a homeowner or guest shall be parked in such a manner as to impede or prevent ready access to another homeowner's driveway or sidewalks. * Ready access to include Emergency Vehicles (09.9.26)
8. Leaks or drainage issues that affect walkways, structures, or common areas.
9. Accumulation of garbage, debris, or waste, creating unsanitary conditions which could attract rodents, insects, or other pests.
10. Aggressive or uncontrolled animals
11. The use of motorized or electric scooters, bikes etc. on greenbelt sidewalks or common areas.
12. Conditions involving animal waste that pose health concerns.

(*) indicates the Board meeting where this statement was put into effect if different from 3/10/2026 * Note that these are not new rules, they are being called out as 'Health and Safety Violations' per requirements of AB130

DIRECTORY

EMERGENCY	**9-1-1**
Ventura County Sheriff	**(805) 494-8200**
Animal Control	**(818) 991-0071**
City of Thousand Oaks	**(805) 449-2100**
City Code Enforcement	**(805) 449-2302**
Graffiti Hotline	**(805) 449-2488**
Streetlights - Edison Co.	**(800) 611-1911**
Clubhouse Office **1040 Evenstar Avenue** **Westlake Village, CA 91361**	**(805) 497-4491**

Management Company

THE POWERSTONE-EMMONS COMPANY
One Boardwalk Avenue - Suite 102
Thousand Oaks, CA 91360
P.O. Box 5098
Westlake Village, CA 91359
805-413-1170