

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

Revised 3/29/18

CONTENTS	PAGE
I. PARKING RULES	Page 2
II. RECREATIONAL VEHICLES	Page 3
III. HOW TO OBTAIN A PARKING PERMIT	Page 4
IV. PARKING PERMIT APPLICATION	Page 5
V. ARCHITECTURAL RULES	Page 6
VI. SATELLITE DISH INSTALLATIONS	Page 7
VII. ARCHITECTURAL APPLICATION	Page 8-11
VIII. POOL AND SPA RULES	Page 12
IX. POOL FOB AGREEMENT	Page 13
X. TENNIS COURT RULES	Page 14
XI. COMMON AREA RULES	Page 15
XII. PATIO MAINTENANCE GUIDELINES	Page 16
XIII. TRASH/RECYCLING CONTAINER RULES	Page 17
XIV. NEWSLETTER ADVERTISEMENTS	Page 17
XV. ENFORCEMENT POLICY	Page 18
XVI. COLLECTION POLICY	Pages 19 - 21

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

PARKING RULES & REGULATIONS

1. Speed limit is 15 MPH throughout the entire Marlborough Villas complex.
2. There is to be no back-in parking.
3. All residents are required to park their vehicles in their garage. All garage space must be utilized for the parking of two vehicles in the garage.
4. Vehicles shall not park in the common parking spaces without safe listing the vehicle between the hours of 12:00am through 6:00am.
5. Vehicles shall not park on concrete aprons in front of a residential garage. This is a designated Fire Lane as so posted and is subject to immediate towing.
6. **Citations: First violation is a notification. Second violation the vehicle will be towed at owner's expense.**
7. Commercial vehicles with logos will not be permitted to park within the Marlborough Villas common parking spaces.
8. Any RV vehicle, boats, U-Haul and/or trailer in excess of eighteen feet shall park in the parallel parking spaces designated on Stafford. No other vehicles will be permitted in these designated spaces and are subject to immediate tow at owner's expense. Note: Prior Board approval is required for storage pods.
9. Vehicles in excess of eight (8) feet in width are not permitted to park in the Marlborough Villas complex.
10. **All Marlborough Villas' complex streets are designated as Fire Lanes. By Law, Fire Lanes are to be kept clear of vehicles and vehicles are subject to immediate tow if parked in the Fire Lanes at owner's expense.**
11. The washing of as well as the loading and unloading of your vehicle is at the residents discretion. The areas in front of the garage are considered fire lanes and vehicles left parked and/or unattended are subject to immediate tow at owner's expense.
12. Vehicles with "For Sale" signs are not permitted anywhere in the Marlborough Villas complex.
13. No vehicle may be stored or parked in the common area parking spaces for more than 72 hours at a time. Vehicles subject to ticket and/or tow if stored/parked more than 72 hours.
14. The Association may, at its own discretion, prevent a vehicle from being parked in common areas spaces for reasons of deficient appearance of the vehicle.
15. **Permits will no longer be issued for overnight resident or guest parking. Residents must safe list all vehicles parked in the common area spaces between the hours of 12:00am-6:00am by contacting the patrol vendor directly. Each unit (residence) may safe list 10 days within 90 days.**

**PLEASE CONTACT THE PATROL VENDOR
DIRECTLY TO SAFE LIST VEHICLE(S)**

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

MOTORIZED & RECREATIONAL VEHICLE PARKING

Effective February 1, 2011

RECREATIONAL VEHICLES - Includes motor homes, campers, travel trailers, vans, etc.
Residents may obtain four (4) special 12-hour parking permits per calendar month from Parking Enforcement for the LOADING AND UNLOADING by:

- a. Contacting Parking Enforcement directly between 8:00pm and 10:00pm at the main clubhouse.
- b. Recreational Vehicles in excess of eighteen (18) feet shall park in parallel parking spaces on Stafford or Pasito.
- c. Resident to provide Parking Enforcement with vehicle description.
- d. Recreational vehicles in common parking spaces or private driveways (Ramona) shall not be used as living quarters.
- e. Violations of the above will result in a citation.

NON-MOTORIZED MOVING/SHIPPING CONTAINERS

Contact the Community Management Company for a special permit as to where the container is to be placed and the length of time the container may remain in the location.

Only one extension will be allowed from the Community Management Company with the direct permission of the Parking Chairman.

MOTORIZED MOVING VANS

Must obtain a special permit from Parking Enforcement for a period not to exceed twenty-four (24) hours.

Moving vans which exceed eighteen (18) feet in length shall park in the parallel parking provided on Stafford or Pasito.

Resident to provide Parking Enforcement with vehicle information.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

OBTAINING AN ANNUAL PARKING PERMIT

1. Must be a Marlborough Villas owner or renter.
2. All vehicles at the unit must be registered to a Marlborough Villas address, must be in running condition, and must be undamaged with a good appearance and licensed to operate on California highways by the Department of Motor Vehicles.
3. Homeowner's garage will be occupied with two legally registered motor vehicles to the Marlborough Villas address during the length of the permit. Garage used for storage or occupied by non-qualified items does not remove the duty of the owner/renter to provide space for the number of legally licensed vehicles for which the garage was intended.
4. Homeowners who own oversized vehicles that are too tall or too long to fit in the resident's garage must provide a photo with application to document oversized vehicle.
5. Property owner's assessment account must be current and no pending violation.
6. Parking permit is to be displayed on the driver's side of the car in the lower left- hand of the front window. Permit holder is responsible for making sure the permit is properly displayed for easy identification.
7. Applicant must show proper documentation which includes showing all vehicles registered to the Marlborough Villas address.
8. Handicap placards must be clearly visible at all times while parked in the common area spaces. Handicap placards must be assigned only to (1) one vehicle.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

ANNUAL PARKING PERMIT APPLICATION

Name:			
Property Address:			
Mailing Address:			
Phone Number(s):	Cell:	Home:	Work:

I hereby apply for a parking permit for the following vehicles:

AUTO YEAR & MAKE:		LICENSE PLATE #:	
AUTO YEAR & MAKE:		LICENSE PLATE #:	

Other vehicles being parked in the garage:

AUTO YEAR & MAKE:		LICENSE PLATE #:	
AUTO YEAR & MAKE:		LICENSE PLATE #:	

(Note: If you are applying for a permit for an oversized vehicle you must submit a photo as evidence with your application)

By signing this I understand the following:

1. Homeowner's assessment account must be current in order for owner /renter to apply for a permit.
2. All garage space must be utilized for parking of vehicles (2 vehicles per garage) before issuance of permit. Garage use for storage or occupied by non-qualified items does not remove the duty of the owner /renter to provide space for the number of legally licensed vehicles for which the garage was intended.
3. A current copy of each vehicle registration must be submitted with completed application. All vehicles must be currently registered by the DMV and registered to the property address in Marlborough Villas.
4. Parking permit is to be displayed on the driver's side of the car in the lower left hand corner of the front window. Permit holders are responsible for making sure the permit is properly displayed at all times.
5. Each annual parking permit will be \$100.00 each. Transfers will be no charge. Permits purchased mid-year will be prorated.

By signing below I agree to the above conditions and am aware that failure of any of the above could be grounds for revocation of the parking permit and/ or a violation and/ or a fine.

X

Signature of Owner/Renter

Date

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

REQUEST FOR ARCHITECTURAL APPROVAL

An Architectural Request Form must be filled out and submitted to the Architectural Review Committee for review.

Units not having prior approval for improvements and/or changes are subject to a fine

1. All exterior changes (skylights, repainting, painted doors, modified doors or windows, window planter boxes, etc.)
2. All Colors (exterior) shall be within the same color scheme currently being used. (Contact the Community Management for approved colors).
3. Block walls must be 12-course slump stone, minimum of 5-1/2 feet in height with a 4-inch transverse cap and must have a City of Rancho Cucamonga building Permit approval. Block wall and maintenance is the responsibility of the homeowner.
4. A raised panel roll-up garage door shall be a steel or aluminum door (4 high, 8 wide), No windows allowed. Door to be painted to match the wood trim Talleron Brown, semi-gloss paint.
5. Patios shall drain away from the house towards gate openings.
6. Planters shall not be above slab (finish floor) height and exterior walls must have an approved moisture barrier.
7. All gates shall be wrought iron or wood. Wood gates are to be painted Talleron Brown. Wrought iron gates may be black or Talleron Brown.
8. All wood decks must have drainage cut into grade underneath.
9. Screen doors must be approved paint color or black.
10. Patio covers must have a drawing submitted and be painted or stained fascia color, Talleron Brown or Talleron Tan. Patio covers must be free standing and not attached to the unit. Homeowner is responsible for all maintenance to patio cover.
11. Satellite Dish not-to-exceed 36 inches in diameter and to be placed on a weighted stand on a flat roof portion of the home or in a patio area, whichever is not visible from the common area view. It may not be mounted to any portion of the roof or structure. Wiring must match home in color and attached so it is not visible from the common area view. Homeowner will be responsible for any and all damage to the roof and or structure caused by improper installation. (See Satellite Dish & Cable Installations on Page 8 for more details).
12. No new trees, plants, decoration, or construction of any kind shall be placed on any common area without architectural approval.
13. No concrete belonging to the association may be altered or removed without Architectural Approval.
14. Homeowner is responsible for all City permits if required.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

SATELITTE DISH & CABLE TV INSTALLATIONS

Effective as of February 2013, the Association requires ALL satellite and cable vendors (i.e. Dish, DirecTV, Charter, Spectrum, AT&T, Verizon, etc.) to have an approved Architectural Application prior to the installation of any service within the community.

The responsibility to obtain, complete, and receive Board approval of an Architectural Application is that of the homeowner. If installation is done without prior Board approval, the dish and or wires will be relocated or removed at the expense of the owner, NO EXCEPTIONS.

Satellite dishes may not exceed 36 inches in diameter and are to be placed on a weighted stand on a flat roof portion of the unit. It may not be mounted to any portion of the roof or structure. Homeowner will be responsible for any and all damages to the roof/structure damages caused by improper installation.

CC&R'S Article VI, Page 28:

No building, fence, wall or other structure or improvement shall be commenced, erected, placed or altered upon any Lot until the location and complete plans and specifications have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee appointed by the Board of Directors.

An Architectural Application is enclosed for your use.

If you should have any questions or concerns, please contact So Cal Property Enterprise, Inc. at 909-270-3700,

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

REQUEST FOR ARCHITECTURAL APPROVAL

1. Please return completed application and all forms to: So Cal Property Enterprise, Inc.

Mailing Address: Marlborough Villas HOA
 c/o So Cal Property Enterprise, Inc.
 1855 Sampson Avenue
 Corona, CA 92879

All applications must be sent in triplicate to the management office.

2. Management will retain one copy and forward all other materials to the Architectural Committee.
3. Please include all dimensions, height, color, drainage information, etc.
4. An average processing time is three to four weeks. The response time will be in accordance with the CC&R provisions.
5. If a homeowner does not seek architectural approval from the Architectural Committee, the Community has certain rights specified in the CC&R's. The homeowner is advised to review the CC&R's pertaining to the rights of the Community regarding lot improvements.
6. As a homeowner, you have the right to appeal the Architectural Committee's decision.
7. An example of a proposed plot plan is included in this packet, as well as a section to indicate the colors of paint being used.
8. Final product may be inspected for conformity to application. Applicant agrees to allow the Architectural Committee access for such inspection.
9. Any improvement or addition, structural in nature; i.e., patio cover, spa, electrical, etc., may require a separate application to the appropriate city and/or county agencies to obtain building permits. It is the responsibility of the homeowner to obtain all necessary approvals, including building permits, etc.
10. If you have any questions, please feel free to contact our office at (909) 270-3700.

NOTE: It is recommended that application to the Architectural Committee be accomplished at least forty-five (45) days prior to scheduling your construction. No construction of any kind is permitted until written approval from the Architectural Committee is received

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

ARCHITECTURAL SUBMISSION PACKET

Date:			
Homeowner:			
Address:			
City:		Lot:	
Phone:	Work: ()	Home: ()	
Submittal for:	<input type="checkbox"/> Landscape <input type="checkbox"/> Hardscape <input type="checkbox"/> Pool <input type="checkbox"/> Spa <input type="checkbox"/> Patio Cover <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____		
Proposed Start Date:		Date of Completion:	

Adjacent Neighbors' Approval(s):

Neighbor on Left Side: (facing house)	Print Name:		
	Address:		
	Signature:	X	Date:
Neighbor on Right Side:	Print Name:		
	Address:		
	Signature:	X	Date:
Neighbor on Rear of Property:	Print Name:		
	Address:		
	Signature:	X	Date:

I UNDERSTAND AND AGREE THAT no work on this request shall commence until written approval has been granted by the Architectural Committee. I agree to complete all improvements and maintain my lot in accordance with my approved plans and the CC&R's of the Homeowners Association.

X

Owner's Signature

Date

X

Owner's Signature

Date

DO NOT WRITE IN THIS SECTION - FOR ARCHITECTURAL COMMITTEE USE ONLY:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED <input type="checkbox"/> FURTHER INFO REQUIRED
Committee Comments or Corrections:	
1.	
2.	
X	
Architectural Committee Signature	Date

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

ARCHITECTURAL COMMITTEE COMMENTS

ALL CONDITIONS BELOW APPLY TO YOUR SUBMITTED PLANS:

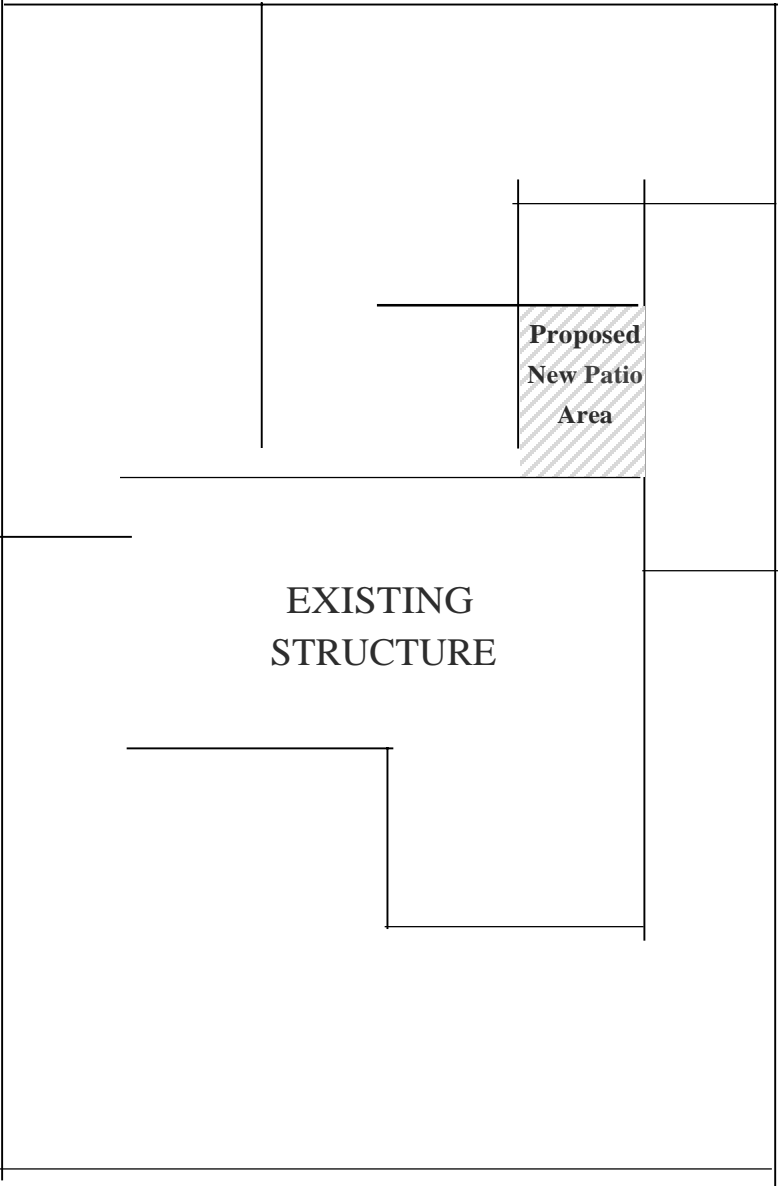
1. This approval is only for those items which do not deviate from the requirements set forth by the CC&R's.
2. Any modifications to established drainage facilities are done under the homeowner's responsibility. Consultation with a licensed civil engineer is recommended when designing new drainage facilities. All necessary approvals are the homeowner's responsibility.
3. Improvements done by a homeowner which may cause damage to any landscape and lighting facilities is the responsibility of that homeowner to return the improvements to their original state at his own expense; i.e., fencing, irrigation, landscaping, etc.
4. Any improvements which modify existing grading or slopes are done under the sole responsibility of that homeowner performing the work. A licensed geotechnical and civil engineer should be consulted prior to any such work taking place, and copies of all plans, specifications, and calculations should be submitted to the Architectural Committee for their approval and records. Any slope failures which are a result of the said improvements are the sole responsibility of the homeowner performing the construction.
5. It is the homeowner's responsibility to obtain all necessary permits for any construction approved herewith and shall comply with all local laws and land ordinances in connection with such construction.
6. Homeowner should consider both aesthetics and acoustical effects when determining spa equipment locations. Pool and spa equipment should be enclosed and placed in a non-offensive location.
7. Any work performed in the City or County Right of Way may require an Encroachment Permit and/or approval from the City or County of your residence.
8. This approval is not for any vegetation or other obstruction which may be in a location or of such height as to unreasonably obstruct the view from any other lot in the vicinity of the subject lot, nor will any vegetation be allowed to grow to such a height as to unreasonably obstruct such views.
9. Softscape planting is the homeowner's responsibility regarding future root system damage or dropping of leaves and/or fruit.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

SAMPLE PLOT PLAN

All applications submitted must include a Plot Plan similar to the present sample, which represents the shape and size of the subject lot. Plot Plans should include the following:

- 1. Structure dimensions.
- 2. Details of construction.
- 3. Relation to existing structures.
- 4. Materials involved in construction (e.g. type of trim, color of structure, etc.).
- 5. Plotted location of trees or shrubs, type of trees or shrubs, including size (e.g. 1 gallon 5 gallon, etc.) and maximum height of trees at maturity. Also include information on sprinklers, drains, etc.



Surface Color:

Color Name:

Paint Brand:

ATTACH
SAMPLE
HERE

Surface Color:

Color Name:

Paint Brand:

ATTACH
SAMPLE
HERE

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

POOL & SPA RULES

1. Pools and spas are for the exclusive use of Marlborough Villas residents and their guests.
2. Homeowners not current with their Homeowners Association dues may not use any recreational areas (i.e. pools, spas, tennis courts, barbecues, clubhouse, etc.)
3. Maximum to two guests per unit. An adult resident/tenant must be present at all times while guests are in the recreational area. Residents/tenants are responsible for their guests and their guests' actions.
4. Children under 12 years of age must be accompanied by an adult 18 years of age or older.
5. No children under 12 years of age are permitted in the spa without adult supervision.
6. No pets are allowed in the pool, spa, barbecue or tennis areas at any time.
7. No personal grooming or personal grooming products shall be allowed in the pool, spa or tennis areas.
8. No glass containers are allowed in the pool, spa, barbecue or tennis areas (i.e. bottles, drinking glasses, bowls, etc.)
9. There is no reservation for pool furniture (first come basis only).
10. No loud radios or boom boxes allowed.
11. Swimsuits must be worn in pools and spas. No children in diapers are allowed in the pools or spas.
12. No food is allowed in pools or spas.
13. No smoking or alcohol allowed inside pool, spa, barbecue area or tennis courts.
14. No skateboards, scooters, bicycles, roller skates, roller blades, mopeds, motor scooters or motorcycles are to be ridden or used within the pool, spa or tennis areas.
15. Area must be cleaned up before leaving (pool, spa, barbecue or tennis areas).
16. *If your pool key fob is deactivated for violations and/or delinquencies, there will be a charge of \$175.00 to reactivate your pool fob once compliance has been met or balance brought current.*

POOL & SPA HOURS

Sunday – Thursday: 7:00AM – 10:00PM

Friday, Saturdays and Holidays: 7:00AM - Midnight

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

POOL FOB AGREEMENT

Requested by: _____ Date: _____

I acknowledge the receipt of one (1) pool FOB. The pool FOB will be used to enter the pool area.

In the event the pool FOB is lost or stolen, I agree to contact So Cal Property immediately.

The pool FOB may not be reproduced or distributed.

So Cal Property has record of your assigned pool FOB

FOB# _____

THE COST IS \$175.00

- TO REPLACE A POOL FOB (PREVIOUS OWNER DID NOT FORWARD TO NEW OWNER)
- LOST OR STOLEN POOL FOB
- TO REACTIVATE A POOL FOB THAT HAS BEEN SUSPENDED DUE TO DELINQUENT DUES AND/OR VIOLATIONS

NO EXCEPTIONS

Please note a pool FOB will NOT be distributed to homeowners who are delinquent in assessments and/ or in violation of the Association's governing documents.

Date:		
Homeowner:		
Address:		
Email:		
Phone:	Work: ()	Home: ()

I have read and agree with the above statements.

X

Owner's Signature (Required)

Date

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

TENNIS COURT RULES

1. Courts are for the exclusive use of Marlborough Villas residents/tenants and their guests.
2. Homeowners not current with their Homeowners Association dues may not use any recreational areas (i.e. pools, spas, tennis courts, barbeques, clubhouse, etc.).
3. An adult resident must be in attendance while guests are using the tennis courts. The adult resident/tenant is responsible for their guests and their actions and/or damage.
4. A maximum of four (4) players, including guests, per any one unit.
5. Tennis shoes must be worn at all times.
6. No alcohol or glass containers allowed in the tennis court area.
7. When others are waiting, playing time will be limited to 30 minutes or one set, whichever is sooner.
8. Groups waiting to play tennis shall wait adjacent to the tennis courts.
9. Pool furniture is not to be taken to tennis court area.
10. Pools gates must not be left open or unlocked for any reason.
11. No skateboards, scooters, bicycles, roller skates, roller blades, mopeds, motor scooters or motorcycles are to be ridden or used in the tennis court areas.
12. Tennis court light keys are available for purchase through the management company. Lights are not to be turned during daylight hours. Anyone violating this rules will be subject to a fine.
13. No pets are allowed in the tennis, pool or spa areas at any time.

TENNIS COURT HOURS

Sunday – Thursday: 7:00AM – 10:00PM

Friday, Saturdays and Holidays: 7:00AM - 11:00PM

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

COMMON AREA RULES

1. No loitering in the Common Area at any time.

Loitering is defined as a group of individuals of three (3) or more persons gathered in a group or "hanging out" in the common area.

**Loitering can be addressed by calling WeTip at 1-800-78Crime or
1-800-782-7463**

WeTip does not take your name or phone number.

They do not have caller ID when someone calls in.

If there is a monetary reward, you are given a special code so your anonymity is protected.

2. NO LITTERING
3. NO SKATEBOARDING.
4. NO MOTORIZED SCOOTERS
5. NO TRESPASSING

A trespasser is defined as any person(s) on the property not living in Marlborough Villas or is not visiting an Association member.

Trespassing can be reported by calling WeTip at (800)-78-Crime

6. NO SOLICITING.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

PATIO MAINTENANCE GUIDELINES

1. Architectural approval is required prior to the installation of improvements to the property (i.e. patio decking/or covers, planters, block walls or wood fences, screen doors, satellite dishes, etc.) Written approval must be obtained from the Architectural Committee or if no Architectural Committee has been appointed, then from the Board of Directors. The homeowner is responsible to pay for any damages to the building and/or fences that may result from improper installation.
2. Patios may contain trees, flowers, plants, seasonal fruits, vegetables and/or herbs as well as grass, ground cover, decorative rock and/or hardscape. Bare dirt in the patio is not permitted.
3. Patios are not to be used for storage (i.e. refrigerators, motorized vehicles, sofas, bicycles, garden tools and miscellaneous garden items, trash containers or other items.)
4. The only furniture allowed on the patio that is specifically designed for outdoor use. The patio furniture must be maintained in good working condition. Broken and/or dilapidated items are not allowed. No indoor furniture should be used out in the patio area.
5. Landscape patios must be maintained and weed free. Vegetation must be kept watered, trimmed and healthy. Dead vegetation must be removed immediately. Residents must keep patios clean and neat as well as maintain pots, planters, containers and/or decorative objects.
6. All vegetation must be maintained entirely within your own patio area and may not encroach on either the common area or the neighboring patio area. Free standing potted plants are allowed on the patio fences and/or block walls which belong to the Association. Potted plants must be maintained and watered. Homeowner is responsible to pay for and damages to the patio fences and/or block walls resulting from the impact of these potted plants. All vegetation must be maintained at least 12" from the roof eaves.
7. Trellises and other ornamental fixtures for climbing vegetation must be placed at least 6" away from common area walls and may not be anchored or attached to the building exterior, unless special arrangements are made with the Board of Directors. No vegetation will be allowed to climb on the stucco walls of the building or the common area fences and/or gates.
8. The use and/or display of patio umbrellas are limited to two (2) umbrellas per patio if the patio can reasonably accommodate. Umbrellas are not to extend onto common area and/or neighboring patio.
9. Any animal excrement must be removed from the patio area daily and disposed upon removal. Disposal does not include removal of feces to a container located on the patio or moving it out to the common areas. Disposal by hosing animal waste off these areas is prohibited. Protective animal mesh attached to gates is permitted and must match gate color.
10. Holiday lights and decorations may be displayed from November 1st through January 30th unless special arrangements are made with the Board of Directors for religious observance outside of the stated time frame. Small clear lights may be displayed amongst patio vegetation throughout the year. Lights are allowed on the wood fascia as long as non-invasive hangers are used. No holiday lighting of any kind is allowed on the patio fences and/or gates.

Note: The Board of Directors will explain the expected level of maintenance to homeowners when subject to deviations from these stated guidelines.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

TRASH & RECYCLING CONTAINER RULES

1. No trash and/or recycling shall be placed outside for pick up earlier than noon Thursday before scheduled Friday pick up date unless special arrangements are made with the Property Management. All trash must be enclosed within the trash receptacles.
 2. Trash and/or recycling containers shall be removed from the common area on or before noon on the Saturday following the Friday pick up unless special arrangements are made with the Property Management. Containers must be stored out of the common area view. Containers may be placed in your rear patio area or garage
 3. For large items (i.e. furniture, appliances, etc.) or overflow pick up residents are to contact Burrtec at 909-949-0500 for special pick up.
 4. Residents shall dispose of any toxic material in a manner that is consistent with local and federal law. After notice and hearing, the Board shall be empowered to levy a fine if a resident is found to be in violation of this rule by improperly disposing of toxic material (i.e. motor oil, antifreeze, solvents, paint, gasoline, etc.)
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MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

NEWSLETTER ADVERTISEMENTS

Due to increasing costs, the Marlborough Villa Board of Directors adopted the following policy for advertisements place in our newsletter effective February 1, 2009

Residents who wish to sell personal items (furniture, jewelry, china, etc.) or Lost and Found items	No Charge
Residents who wish to advertise their business	\$5.00/per month or \$50.00/per year
Any other advertisement(s) by persons living outside the Community	\$10.00/per month or \$100.00/per year

Paid advertisements must be accompanied by a check made payable to Marlborough Villas HOA

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

RULES & REGULATIONS ENFORCEMENT POLICY

The above violation collective measures are being done in accordance with the Association's Rules.

Dear Homeowner:

Each homeowner of Marlborough Villas Homeowners Association has a vested interest in the common area. Please give these areas the same pride of ownership and care which you and your family give to your home.

Violations of the Association Covenants, Conditions, and Restrictions and Rules and Regulations will be brought to the Board of Directors for appropriate enforcement actions which are listed below:

1. A violation notice will be sent out to the homeowner noting the violations and requesting that the violation be brought into compliance within 14 days.
2. A second notice will request a hearing of the homeowner before the Board of Directors for a determination on the noted violations.
3. Failure to appear at the hearing will result in a \$50.00 monetary penalty against the homeowner's assessment account. If the violation is not corrected, fines will be applied as follows: 2nd fine \$50.00, 3rd fine \$75.00, 4th fine. \$100.00 and \$100.00 for any succeeding violation until the violation is corrected. Any and all legal fees and costs incurred to correct said violation may be assessed to your monthly assessment account.
4. Failure to apply for Architectural Approval for any installation or modification will result in a \$100.00 fine assessed against the unit owner.

The above violation corrective measures are being done in accordance with the Association's Rules and Regulations.

If you have any questions, please contact the Property Manager at (909) 270-3700. Sincerely,

Marlborough Villas Homeowners Association
Board of Directors

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

DELINQUENT ASSESSMENT COLLECTION POLICY

Effective: January 1, 2011

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the CC&R's and the California Civil Code to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent, and effective manner. Therefore, pursuant to the CC&R's and Civil Code, the following are the Association's assessment collection practices and policies:

1. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
2. All other assessments, including Special Assessments, Reimbursement Assessments, Reconstruction Assessments, and Capital Improvement Assessments are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
4. Unpaid assessments are delinquent thirty days after they are due.
5. A late charge of \$10.00 or 10%, whichever is greater, will be charged for any assessment that is not received on or before the 30th day of the month, prior to the close of business.
6. When an assessment becomes more than 30 days past due, the Association will send a pre-lien letter to the owner as required by Civil Code, by certified mail to the owner's address of record. The owner will be charged \$100.00 for the pre-lien letter.
7. If the owner fails to pay the amounts set forth in the pre-lien letter within thirty (30) days of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. The owner will be charged a \$295.00 fee for the lien. A copy of the lien will be sent to the owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law.
8. If the balance due is not paid upon demand, the Association will take whatever action at law deemed necessary, including an action to foreclose the assessment lien and/or for a money judgment, or a non-judicial foreclosure of the lien may be commenced.
9. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums.
10. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
11. The Association will charge \$25.00 to the owner for a returned check.
12. Any owner who is unable to pay assessments will be entitled to submit a written request for a payment plan to be considered by the Board of Directors. Payment plans are subject to a \$10.00 monthly monitoring fee.
13. The mailing address for overnight payment of assessments is: Marlborough Villas HOA, 1855 Sampson Avenue, Corona, CA 92879.

MARLBOROUGH VILLAS HOMEOWNERS ASSOCIATION

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent fifteen (15) days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than twelve (12) months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code.

When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least thirty (30) days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within twenty-one (21) days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1363.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)"

ADDRESS

(c) A member of an association may provide written notice by facsimile transmission or United States mail to the association of a secondary address. If a secondary address is provided, the association shall send any and all correspondence and legal notices required pursuant to this article to both the primary and the secondary address.

Revised 04/10