

ROLLING HILLS RANCH COMMUNITY ASSOCIATION

May 28, 2021

RE: Rolling Hills Ranch Community Association/ Adopted Rule Changes

Dear Homeowners:

The legislature has recently made several changes regarding the rental or leasing of separate interests for homeowners associations. In order to comply with these new laws, the Association Board adopted some amendments to its Rules and Regulations at their Open Session Board meeting on May 20, 2021. The Board of Directors of Rolling Hills Ranch Community Association (“Association”) adopted amendments that eliminated any provisions which may unreasonably restrict the rental or leasing of Residences/Lots and update the age restriction for adult supervision in the swimming pool area to reflect changes in current California law.

**Rental of Dwelling**

1. An Owner shall be entitled to rent the dwelling situated on the Owner’s lot, and unless otherwise required by law, shall be subject to the restrictions contained in the Declaration. (Section 2.1)

5. Unless otherwise required by law, Owners are prohibited from using common area facilities and amenities for the duration of any lease or rental agreement.

**Swim Club General Operations**

3. Be advised that the swimming pool area is not monitored by the Association. The Association is not responsible for safety or supervision, including unaccompanied minors, in the swimming pool area. For health and safety reasons, children should be under the direct and constant supervision of a responsible adult eighteen (18) years of age or older.

Thank you for your attention to this matter.

On behalf of the Board of Directors  
ROLLING HILLS RANCH COMMUNITY ASSOCIATION



# Rolling Hills Ranch

*A master planned community of exceptional distinction*

RULES & REGULATIONS  
Created 1999, Modified 2018,  
Amended 2021

## **Introduction**

Community living requires the full cooperation of all residents. Each Owner or Resident must be familiar with the following Rules and Regulations, the Declaration, Landscape and Architectural Design Guidelines, and other resolutions of the Association Board of Directors, in order to ensure that all the residents of Rolling Hills Ranch Community Association ("Association") enjoy the quality of life to which each is entitled.

These Rules and Regulations are an independent Association "governing document" as defined by California *Civil Code* Section 4150. They supplement Article II, Use Classification and Permitted Uses of the Association's recorded Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Rolling Hills Ranch Community Association ("Declaration"). Rules and Regulations may be modified from time to time through the "operating rule change" process set forth in Civil Code Sections 4340-4350 in response to community needs; however, they may contradict the Declaration. Any situation not specifically addressed or outlined herein will become a matter of reasonable discretion on the part of the Board. In the event of a conflict between the Rules and Regulations and the Declaration, the Declaration shall control.

## **Management**

Any questions or problems should be directed immediately to Rolling Hills Ranch Community Association Management at (619) 816-5111, 575 Old Trail Dr., Chula Vista, CA 91914.

## **Definitions**

The words and phrases contained in these Rules and Regulations shall have the meanings set forth in the Declaration or as defined as follows:

"Adults" are persons age 18 years or older.

"Manager" is Rolling Hills Ranch Community Association Management company as chosen by the Board of Directors.

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“Common Area” or “Association Property” shall mean and refer to the real property owned by the Association which is effectively all the Association property excluding the Owners’ separate interest Lots and shall include recreation areas, tot lots, landscaped areas, open space lots, trail systems, wild brush areas and any other association owned property.

**General Rules**

1. The failure by the Association to enforce any of the Association’s governing documents including these Rules and Regulations shall not constitute a waiver of any provision of said governing documents. Any such violation of a provision of the governing documents must be cured upon receipt of Notice of the violation from the Association.
2. No basketball structures or other fixed sports apparatus are permitted upon any Lot except in a recessed garage area or as approved by the Architectural Committee. (Section 2.6) Sporting apparatus is not permitted in the common area at any time.
3. Bicycling, skating, hover board, scooter, rollerblades and other similar devices, are not permitted in any common areas, except those designated as recreational trails. Skateboarding is not permitted in any common areas.
4. Holiday decorations may be displayed thirty (30) days prior to the holiday and must be removed within fifteen (15) days following the holiday.
5. Trash may be placed at curb in secured containers with lids or in tied disposable bags no earlier than 6:00 p.m. or sunset, whichever is earlier, the night prior to pick-up; containers must be removed no later than 9:00 p.m. on the evening of trash pickup. Except during pickup times, trash containers are to be stored out of sight, and in such a location and manner such that they are not visible from the common area or any adjacent Lot and are not otherwise a nuisance.
6. Clotheslines are permitted provided, however, that they shall meet any and all requirements imposed by Civil Code 4750.10.
7. Non-commercial signs, posters, flags or banner are permitted provided, however, that they may only be constructed of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door or balcony of an Owner’s Lot and may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Non-commercial signs and posters that are more than nine (9) square feet in size are prohibited and noncommercial flags or banners that are more than fifteen (15) square feet in size are prohibited.
8. Owners may display or have displayed on their Lot in plain view of the public signs advertising the Owner’s property for sale, lease, or exchange by the Owner or his or her agent; providing directions to the property; providing Owner’s or agent’s name; and providing Owner’s or agent’s address and telephone number, provided, however, that any such sign is of reasonable dimensions and design and do not adversely affect public safety, including traffic safety. Owners and their agents shall not display signage in the common area at any time.

9. Owners shall be responsible for the cost to repair any and all damage caused to Association Property by the willful or negligent act of the Owner or his/her tenants, guests and invitees. After a duly held hearing, all applicable charges for the restoration and/or repair of any such damages to the common area will be charged back to the Owner by the Association and shall be due and payable within thirty (30) days from notification and may become a Reimbursement Assessment Lien against the Owner's Lot (Declaration-Section 6.7).
10. The exterior appearance of all Residences structures, improvements and Lots shall be maintained in a clean, attractive and well-kept condition and in conformance with the Rolling Hills Ranch Design Guidelines. Most alterations or modification to the appearance of the landscaping and residence require the prior approval of the Architectural Committee pursuant to an application. Consult the Guidelines for details.

### **Noise Control**

1. Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the Community's tranquility or unreasonably interferes with the quiet use and enjoyment of other Owners or occupants in their homes
2. Per City of Chula Vista ordinance Chapter 19.68 also known as "the noise control ordinance", no person shall operate, or cause to be operated, any source of sound or allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person which causes the noise level to be a disturbance to a neighboring dwelling between the hours of 10 p.m. to 7 a.m. Monday- Friday or 10 p.m. to 8 a.m. Saturday-Sunday or on Federally legalized holidays.
3. Construction/Maintenance on any lot is limited to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m., Saturday. No construction on a lot, is permitted on Sundays or legal holidays, other than minor maintenance performed by the Owner between 9:00 a.m. to 5:00 p.m.

### **Swim Club General Operations**

1. The swimming pools are open for use Sunday through Thursday from 7 a.m. to 10p.m. and Friday and Saturday from 7 a.m. to 11 p.m.
2. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
3. Be advised that the swimming pool area is not monitored by the Association. The Association is not responsible for safety or supervision, including unaccompanied minors, in the swimming pool area. For health and safety reasons, children should be under the direct and constant supervision of a responsible adult eighteen (18) years of age or older.
4. Alcoholic beverages are prohibited in the swimming pool area i.e. inside the fenced areas at any time. Persons intoxicated or under the influence of drugs are not permitted in the fenced areas.
5. Smoking, vaping or the use of tobacco products is prohibited in the swimming pool area i.e. inside the fenced area at any time.

6. Any person identified or caught jumping the fence to any gated facility will be asked to leave the facility and may be subject to a hearing before the Board and the imposition of discipline by the Association which may include the imposition of fines and/or the suspension of the Owner's privilege to use the facility
7. No unreasonably loud or disturbing noise is permitted in the swimming pool area i.e. inside the fenced area.
8. Radios/playback sound devices may only be used with headsets and shall not be audible to other persons using the facility
9. No boogie boards.
10. All gates must remain closed and locked at all times.
11. Tampering with pool equipment, pool gate locks or machinery at the pool areas is prohibited.
12. Residents shall be responsible for cleaning all facilities used, including the barbecue. The Association may charge any owners responsible for excessive cleaning fees.
13. One electronic access key will be issued to each household. Lost or damaged keys will be replaced for a fee of \$100.00. For the protection of residents, lost or damaged keys will be deactivated and will not allow access to the pool area.

#### **Swim Club Health and Safety**

1. All swimmers must shower before entering the pool. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
2. All swimmers must wear proper bathing attire intended for swimming. Nudity is prohibited.
4. Any individual with a contagious malady or open sores may not use the pool.
5. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
6. No running or horseplay on pool deck.
7. No horseplay in the pool.
8. No diving.
9. No ball/Frisbee or other similar object may be thrown in the swimming pool area.
10. No gum is permitted in the swimming pool area.
11. Persons may not consume food or beverages in the swimming pool at any time. All waste materials from food or beverages are to be taken with you or disposed of in the trash containers provided in the pool areas.

12. Glass bottles or other glass containers/objects are prohibited in the swimming pool area i.e. inside the fenced area at any time.
13. Skateboards, bicycles, scooters, tricycles, skates, rollerblades, wheels or motorized transportation devices (hover boards) or other similar devices are prohibited in the swimming pool area i.e. inside the fenced area at any time.
14. Pets, other than documented service animals, are prohibited in the swimming pool area i.e. inside the fenced area at any time
14. Rafts, inflatable toys, diving rings, foam devices, or other similar equipment is prohibited in the swimming pool area at any time. Lifejackets and other swim-aids required for safety purposes are permitted.
15. The buddy system is recommended to be used by all swimmers at all times. For safety, no one should swim alone.
16. Squirt guns and other water projecting devices of any kind are prohibited at any time.

### **Furnishings**

1. No pool furniture in the pool.
2. This is your recreation area. Please do not deface the facility and/or equipment or it will result in additional costs to you and all homeowners.
3. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately refund the Association for losses related to the damage.

### **Special Events**

1. Homeowners may not reserve pool facilities for exclusive use.

### **Guest Policies**

1. Guests may make use of the pool facilities only when accompanied by a resident.
2. Each household may bring no more than six (6) guests outside the household.
3. Members are responsible for the conduct of their families, tenants and guests.
4. Access key is intended for use by residents only and may not be used by a non-resident guest.

Use of the facilities may be suspended, subject to a hearing by the Board, for the entire household for violation of these rules. Non-resident violators will be turned over to the police as trespassers.

### **Tot Lots / Private Parks**

1. Adult supervision is required for all children.
2. Please play with care and consideration of others.
3. The play area is designed for children ages two (2) through twelve (12).
5. Do not throw sand.
5. Pets, other than documented service animals are not permitted in the playground area.
6. No jumping from swings or play structures.
7. Use the equipment in a safe and appropriate manner.
8. Use equipment at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
9. This is your playground. Please do not deface the equipment or it will result in additional costs to you and all homeowners.
10. Any damages to equipment or park furnishings must be reported promptly. Members responsible for the damage will be required to immediately refund the Association for the cost to repair any such damage.
11. Homeowners may not reserve the Tot Lots / Private Parks for exclusive use.

### **Parking (Declaration Section 2.9)**

1. No area improved as a driveway on any Lots shall be used for the parking of any mobile home, motor home, recreational vehicle, truck or truck camper larger than a three-quarter (3/4) ton pick-up truck, commercial vehicle, trailer and/or boat (except for temporary parking of any such vehicle for a period not to exceed four consecutive hours for loading and/or unloading purposes). Nor shall any vehicle described above remain parked on any street adjacent to the Property for more than twenty-four (24) continuous hours.
2. Except within the garage located on any Lot, no portion of the Property shall be used for repairing any vehicle and/or boat.
3. All vehicles stored in any location within the community shall have a valid license and current registration and shall be operable
4. Any vehicle that cannot be driven, for any reason, must be kept within the garage or removed from the property. This includes cars covered in the driveway but not operable.
5. No garage door shall be permitted to remain open except for ingress and egress.
6. No vehicles, mobile homes, motorhomes, trucks, golf cart, jet skis, all-terrain vehicles, trailers

and/or boats shall be parked, located or stored in the side yard or rear yard areas on any lot.

7. Full-size vans, three-quarter (3/4) ton or above, and passenger vans exceeding a capacity of 8 may only be parked entirely within a property's driveway and shall not be parked on the street at any time.

### **Pets**

1. No more than two (2) usual and ordinary pets are permitted per household. Pit bulls are not permitted
2. Dogs shall be leashed at all time while not secured within an Owner's/Occupant's Residence or Lot and shall be under the control of a person capable of restraining the dog.
3. No pet shall be staked or tied to anything that enables it to be outside the home or side or fenced yard.
4. Owners must pick up after their pets.
5. Pets must not bother or cause nuisance to other residents at any time.
6. Pets shall not be kept, bred or raised for commercial purposes.
7. Any person bringing or keeping a pet upon any portion of the Association shall be solely and absolutely liable to other Owners and occupants of the project, their families, guests, tenants and invitees for any damages or injuries caused by that person's pet.
8. The Board of Directors may require the permanent removal of any animal which in its reasonable discretion has been determined to be a dangerous animal including, but not limited to any dog which bites or attacks a person or another animal.

### **Rental of Dwelling**

1. An Owner shall be entitled to rent the dwelling situated on the Owner's lot, and unless otherwise required by law, shall be subject to the restrictions contained in the Declaration. (Section 2.1)
2. Any rental or lease agreement shall be in writing and shall provide that the lease or rental agreement is subject to the Declaration and these Rules, and shall provide that any failure to comply with any provisions of the Declaration and these Rules shall constitute a default under the terms of the rental or lease agreement (Section 2.1). The Owner shall provide his/her tenant with a copy of the Declaration, Architectural Guidelines and the Rules and Regulations.
3. No Owner may lease his/her lot or improvements thereon for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be transient or hotel purposes.



4. Owners shall be responsible for the actions or their tenants who shall comply with the Association's governing documents at all times. The failure of an Owner's tenant to comply with said governing documents may result in an enforcement action against the Owner.
5. Unless otherwise required by law, Owners are prohibited from using common area facilities and amenities for the duration of any lease or rental agreement.

#### **Drone Use**

1. A "drone" is defined as an unmanned aircraft without a human pilot on board, including model airplanes, helicopters and similar aircraft.

No resident, guest or invitee may enter into the airspace above another resident's home, including balcony, patio or yard with a drone, unless approved by that resident.

2. Drone pilots, certified by the FAA, may be hired by real estate agents to show-case current properties up for sale by using a drone-mounted video camera. Rolling Hills Management must be notified ahead of time along with adjacent homeowners that a drone will be flying in support of selling a property.
3. No resident, guest or invitee may operate or authorize the operation of a drone in the airspace above any portion of the Community in such a way as to invade the privacy of Association members, guests, residents or vendors, whether equipped with a camera or otherwise.

#### **Delinquent Assessments and Late Charges**

Assessments are due by the fifteenth of each month. Any assessment payment not received at the management company by the 15<sup>th</sup> of the month will incur a late charge of \$10 or 10% of the assessment, whichever is greater. If an account becomes sixty (60) days delinquent, the Association will send, by certified mail, a pay-or-lien or pre-lien demand which shall demand payment of the delinquent amount in addition to any collection costs incurred by the Association. The demand shall notify the homeowner that if payment is not received within thirty (30) days of the date of the letter, the Association may record a Notice of Delinquent Assessment Lien ("Lien") against the Owner's property which Lien may be foreclosed on. Owners should review the Association's "Summary of Policies and Procedures of Lien Rights and Other Legal Remedies for Default in Payment of Assessments" distributed annually to the membership for a summary of the Association's remedies by which to pursue delinquent assessments.

#### **Violation Enforcement Policy and Fine Schedule**

Violation of any provision of the Declaration, Architectural Guidelines or Rules and Regulations may result in fines. Following is the Schedule of Fines as adopted by the Board of Directors:

The following actions may be taken by the Association to enforce the Association's governing documents, including the Association's CC&Rs, Bylaws, Rules and Regulations and Architectural Guidelines, and cure violations of those documents.

When the Association receives a written complaint of a violation of its governing documents occurring within the project, or a violation of the same is noted during periodic inspections of the project by the members of the Association's Board of Directors or management, the following enforcement

procedures may be initiated against the offending Owner by the Association to cure that violation. Owners are responsible for the conduct of their family members, tenants, guests, invitees, contractors and occupants of their separate interest.

Nothing in this policy shall obligate or require the Board, or any authorized committee to take any of the enforcement actions set forth below. Depending upon the severity and frequency of the violation and the Owner's response to the Association's requests to cure the same, the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

#### A. Actions that may be taken

Penalties for violations of the Association's governing documents may include:

1. Warning letter(s).
2. Imposition of a fine in accordance with the fine schedule set forth below after the offending Owner(s) have been provided with "notice and an opportunity to be heard" on the violation. [*Civil Code* §5855]
3. Suspension of the Owner's privileges including his or her privilege to vote in Association elections and to use Association common area facilities and amenities after the offending Owner(s) have been provided with "notice and an opportunity to be heard" on the violation. [*Civil Code* §5855]
4. Initiating Internal Dispute Resolution (IDR). [*Civil Code* §§5900-5920]
5. Initiating Alternative Dispute Resolution (ADR). [*Civil Code* §§5925-5965]
6. Filing a lawsuit seeking injunctive relief and a personal money judgment against the Defendant Owner in the amount of the attorney's fees and costs incurred by the Association to compel the Owner(s) compliance with the governing documents.
7. Other actions or a combination of actions, as permitted by law and/or the Association's governing documents, as may be amended from time to time.

#### B. Enforcement

Generally, though not necessarily, the Association will adhere to the following procedures, timeframes and penalties:

1. Upon determining a violation exists either through receipt of a written complaint or as observed by a Board member or management, the Owner(s) will receive a preliminary notice of violation letter requesting that they correct the violation.
2. If the violation is not corrected within thirty (30) days of the date of that notice of violation letter, the Owner(s) will be provided with "notice and an opportunity to be heard" at a due process "violation hearing" before the Board of Directors. The Board shall hear and consider the evidence presented and shall thereafter consider whether to

impose discipline against the Owner(s) for the violation. Such discipline may include the imposition of fines and/or the suspension of the Owner's right to vote in Association elections and/or the suspension of the Owner's privilege to use common area facilities and amenities. Having been provided with the foregoing Violation Hearing, an Owner may be fined monthly as follows:

1 <sup>st</sup> -First Offense:	\$100.00 per violation
2 <sup>nd</sup> - Second Offense:	\$300.00 per violation
3 <sup>rd</sup> - Third Offense	\$500.00 per violation

3. If the Owner(s) has been fined for three (3) consecutive months and the violation has not been corrected, the Association will send the matter to the Association's Attorney. The Association's Attorney shall serve the Owner(s) with a Request for Resolution offering the Owner(s) Alternative Dispute Resolution ("ADR"). In that event, the Owner(s) will have thirty (30) days from the date they are served with the offer of ADR to accept the same or the offer is "deemed" rejected by statute. If the Owner(s) accept the offer of ADR, the Owner(s) and the Association will participate in non-binding mediation in an attempt to resolve the underlying dispute. Pursuant to statute, the parties are required to share the cost of mediation equally.
4. If the Owner(s) fail to accept the offer of ADR or the Owner(s) do so but the parties do not resolve the dispute through mediation, the Association's Attorney shall request Board authorization to file a lawsuit against the Owners, and each of them, seeking an Injunction/Court Order commanding the Owner(s)' compliance with the Association's governing documents. That lawsuit, if necessary, will also seek entry of a personal money judgment against the homeowner(s) in the amount of the attorney's fees and costs incurred by the Association to compel the homeowner(s)' compliance with the Association's governing documents.
5. The Board is **not** required to utilize each of the foregoing remedies in every enforcement action and may, in its sole discretion and subject to the law, determine what remedy to pursue and at what time, taking into consideration factors such as the nature, frequency and/or duration of the violation(s), and the homeowner(s)' history of violating the governing documents, if any. Immediate Legal action may also be sought in the form of a Temporary Restraining Order where appropriate.

Payment of an assessment or fine, or completion of a suspension period does not eliminate the homeowner's obligation to correct the violation.

### C. Due Process

Due Process shall consist of at least ten (10) days prior written notice to the Owner(s) advising the Owner(s) of the nature of their violation of the governing documents and providing the Owner(s) with "notice" of the Board's intent to meet to consider imposing discipline against the Owner(s) (fines and/or suspensions) and an "opportunity to be heard" by the Board or its designated committee. The notice shall contain the alleged violation, and the date, time and location of the Violation Hearing which may be scheduled concurrent with any regular or special Board meeting. The Owner(s) shall have the right to attend the hearing and to address the Board in person, or the Owner(s) may submit a response in writing. In the event the Board determines to impose discipline after having provided the Owner(s) with

the foregoing due process, the Association shall provide the Owner(s) with written notice of its decision within fifteen (15) days of the date of the hearing.

*D. Fine Schedule*

The fine schedule for violations will be in the following amounts:

1. First Offense: \$100.00.
2. Second Offense: 300.00, and/or suspension of privileges and/or filing of lawsuit.
3. Third Offense: \$500.00, and/or suspension of privileges and/or filing of lawsuit.
4. Architectural non-submittal: \$350.00