



**ARROWOOD MASTER ASSOCIATION
NOTICE OF PROPOSED CHANGES TO THE
ARROWOOD COMMUNITY GUIDELINES**

October 1, 2024

Dear Arrowood Master Homeowners,

As a result of feedback provided by homeowners regarding the proposed revisions to the Arrowood Community Guidelines, initially mailed at the end of June, the Board of Directors has considered those suggestions, consulted with legal counsel and updated the document. This document has also been posted on the bulletin board at the Activity Center as well as the community website.

Enclosed, please find a copy of the proposed revised guidelines for your review. In accordance with California Civil Code, homeowners are given the opportunity to review the proposed changes 28 days prior to any official approval by the Board. This period allows homeowners to provide comments for the Board's consideration.

Some of the updates and their purpose are outlined below:

- Grammer corrections and reformatting, to include updating language to provide consistency and fluency throughout the document.
- Added language and code references for City of Oceanside ordinances, to include discharge of fireworks.
- Clarification of authorized and unauthorized vehicles.
- Updated Pool Access & Monitoring procedures to allow for more flexibility in the use of pool monitors and removal of guest pass language.
- Added and updated clubhouse reservation procedures. Added the ability to rent the Village Park utilizing a similar process as the clubhouse reservations.
- Added language pertaining to the storage of portable basketball hoops to allow them to be left in close proximity to the garage when not in use.
- Added the existing Enforcement and Fine Policy into the guidelines. This document was previously a stand-alone policy.
- Added the existing Collection Policy and Standards for Payment Plans. This document was previously a stand-alone policy.
- Clarify was added to personal use of the residential garages.

The proposed revisions are scheduled for approval at the open meeting on **October 23, 2024, at 6 PM**. The meeting will be held at the Activity Center located at 5222 Village Drive, Oceanside, CA 92057.

We value your input and encourage you to review the proposed revisions and submit any comments you may have. Comments can be submitted to Avalon Management by mail at 3618 Ocean Ranch Blvd, Oceanside, CA 92056, or via email at Arrowood@AvalonWeb.com. Written comments should be submitted prior to October 16, 2024, so they can be reviewed by the Board prior to the meeting.

Thank you for your continued participation and commitment to our community.

Sincerely,
Arrowood Master Association Board of Directors

ARROWOOD MASTER ASSOCIATION



MASTER ASSOCIATION

COMMUNITY GUIDELINES

Proposed Revisions – September 2024

ARROWOOD MASTER ASSOCIATION

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ARROWOOD MASTER ASSOCIATION

I. MEMBERSHIP INFORMATION

Arrowood Master Association offers many advantages to the homeowner. To protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Association.

Arrowood Master Association is a California non-profit Association consisting of those Owners of residences within the ultimate boundaries of Arrowood Master Association (“Master Association”).

The purpose of Arrowood Master Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership of the Arrowood Master Association provides a membership base to share the costs of maintaining the community now and in the future.

The attached Community Guidelines and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Community Guidelines support the Community Declaration¹, they do not cover the entirety of the document. Please be sure to read the Community Declaration carefully.

II. GENERAL POLICY STATEMENT – All HOA Common Area Amenities/Facilities

Article X, Section 10.2 of the Community Association’s Covenants, Conditions and Restrictions (“CC&Rs”) (one of the Arrowood Master Association’s Governing Documents) specifically prohibits anyone from using the Association’s property, including Common Area amenities and facilities, for commercial purposes. It is the intent of the Arrowood Master Association Board to provide residents (homeowners and authorized renters), with the highest quality of service in a safe and healthy environment. HOA amenities, such as the Recreation Building, Barbecue Areas, the Village Green, the Viewpoints, Pool and Landscaping Slopes, and all Common Area property, are expressly reserved for residential and recreational use by the residents of the Arrowood community. In determining use of amenities, consideration shall be given to providing the greatest use and pleasure to benefit the greatest number of residents, while limiting the Association’s exposure to any potential liabilities.

III. GENERAL GUIDELINES

A. Common Area Rules and Regulations

The Common Area shall be defined to include the activity center, tot lot, parks, mailboxes, walking trails and landscaping located throughout the community.

Nothing shall be stored, grown or displayed in the Master Association Common Area unless approved in writing by the Board of Directors.

¹ Community Declaration comprises the CC&Rs, Bylaws, and Community Guidelines.

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Nothing shall be done, kept, or constructed within the Master Association Common Area which will increase the rate of insurance for the Master Association, or result in the cancellation of insurance or be in violation of any law.

No outdoor fires are permitted except in barbecues designed for that purpose.

No owner or tenant shall enter the Common Area Landscape Slopes except to repair or maintain the walls or fences adjoining their properties.

Possession or use of alcoholic beverages in the Common Area is strictly prohibited. No glass bottles or containers shall be used in the Common Area.

Rough or boisterous conduct, vandalism, profanity, assault, gambling, and violations of the law are grounds for expulsion from the Common Areas and Common Area Facilities, possible loss of pool privileges and/or community events and fines in accordance with the fine policy. No activities in the Common Area Facilities shall be permitted which disturbs nearby residents.

Each owner is entitled to two key access cards, the first one at no charge. Second or replacement cards are subject to a charge, which is currently ten (10) dollars. This amount is subject to change at any time.

All trash and debris shall be placed in proper receptacles.

An owner may assign the right to use the Common Areas to the Owner's tenants. The owner shall notify the Association Management of the leasing agreement. The owner shall have no right to use the Common Areas during the periods of the assignment to the tenants.

The owner or tenant must be present at ALL times during the use of the Common Area by their guests.

The Association reserves the right to close any and all portions of the Common Area at any time in order to repair, clean, or otherwise maintain them.

B. Day Care Facilities

No family day care center shall be permitted within the Master Association except as specifically authorized by California Health and Safety Code Section 1597.40 and other applicable California Health and Safety Code statutes Sections 1597.40 through 1597.465.

The owner/operator of any day care facility shall comply with all local and state laws regarding the licensing and operation of a day care center.

Owner/operator shall name the Master Association as an additional insured on the liability policy or bond carried for the day care center.

Owner/Operator shall defend, indemnify and hold harmless the Master Association from any liability arising out of the existence and operation of the day care center.

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The owner/operator of such day care facility shall abide by and comply with all the Master Association Governing Documents and shall always supervise and be completely responsible for the children while they are within the Community.

The owner/operator of said day care facility shall cooperate with the Master Association and the Master Association's insurance agent. The owner/operator will provide proof of insurance, licensing, and documentation of agreements and correspondence between themselves and the Master Association upon request.

C. Garbage and Refuse Disposal

All rubbish, trash, garbage, and other waste shall be regularly removed from the Community and shall not be allowed to accumulate on the property. Rubbish, trash, garbage, and other waste shall only be kept in sanitary containers. All equipment and containers for the storage or disposal of rubbish, trash, garbage, or waste shall be kept in a clean and sanitary condition.

All equipment, garbage cans, recycling containers, rain barrels, woodpiles, or storage piles shall be kept screened and concealed from view of other Lots, public rights-of-way, and Community Common Areas. To be in compliance, garbage and recycling collection containers may also be stored within the fenced area of their lot when not set for collection.

No toxic or hazardous materials shall be disposed of within the Community by dumping in the garbage containers, down the drains, by abandonment or otherwise. These materials must be disposed of properly at a Household Hazardous Waste Collection Facility.

Garbage and recycling collection containers may be set out no more than 24 hours prior to collection and must be replaced in their usual storage place within 12 hours after pickup.

No Owner of a Lot shall permit any condition to exist upon their Lot which shall induce, breed, or harbor infectious plants, diseases, rodents, or noxious insects.

D. Nuisances

NO noxious or illegal activities, as determined in the sole discretion of the Board, are allowed.

NO activity shall take place that may be or may become a serious annoyance or a nuisance to other residents and that may interfere with the quiet enjoyment of their homes.

NO activity shall take place that may in any way increase the rate of insurance for the Community or cause any insurance policy to be cancelled or cause a refusal to renew the insurance.

NO activity shall take place that will impair the structural integrity of any building.

All Residents shall abide by City of Oceanside Noise ordinances.

NO FIREWORKS: The sale, discharge, or use of all fireworks as listed in the current City of Oceanside Ordinances located under section 11.25 FIREWORKS are strictly prohibited. Any Owner, Member, Resident, or Rental Resident found in violation is subject to disciplinary action and a community fine of up to \$1,000.00 per occurrence.

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Member discipline can also result in suspension and loss of membership privileges, due to the inherent fire and casualty risk, as well as expenses to the Arrowood Master Association.

E. Parking Rules

Parking within fifteen (15) feet of any fire hydrant within the Property **is prohibited at all times.**

The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances contained within the Property.

The following are "Authorized Vehicles:" standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pickup trucks. No commercial vehicles may be parked or stored on any Lot or street at any time. A commercial vehicle is defined as any vehicle designed, used, or maintained for commercial purposes and displays any advertising or company logos, including but not limited to decals or wraps. Notwithstanding the above restriction, commercial vehicles may be parked on the Lot or on the street for reasonable periods of time for deliveries and/or construction purposes.

Authorized vehicles may be parked within the Property in any area clearly marked for parking as long as they do not restrict the passage of pedestrians or vehicles over streets or sidewalks.

The following vehicles are prohibited: trailers, campers, mobile homes, commercial vehicles (stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, etc.), recreational vehicles, or buses or vans having a seating capacity of more than ten (10) persons, boats, inoperable automobiles, or similar equipment. Prohibited vehicles may not be stored or kept on any Lot, public or private street within, adjacent to, or visible from Arrowood. Prohibited vehicles may be parked within an owner's fully enclosed garage.

Garages shall be used for the parking of vehicles, supplemental storage purposes and recreational activities. Garage conversions for the purpose of adding living space, such as an additional bedroom, are permitted (excluding JADUs) provided that a required City of Oceanside permit is submitted to the Association Management Company upon completion

Car covers left on vehicles in plain sight must be removed each day. No car covers are to be left on vehicles in sight from 7:00 a.m. to 7:00 p.m.

Overnight Oversized Vehicle Parking: Arrowood Master Association's definition of an oversize vehicle matches with the City of Oceanside's definition: an oversize vehicle, or unattached trailer, or non-motorized vehicle is any vehicle or combination of vehicles that exceeds 25 feet in length, or 84 inches in width, or 84 inches in height. Unattached trailers and non-motorized vehicles are any trailer, travel trailer, tow dolly, semi-trailer, boat trailer, utility trailer, or any vehicle with means of self-propulsion. Oceanside, Traffic Code Sec. 10.28.1,

Temporary parking of recreational vehicles and trailers is allowed under strict adherence to the City of Oceanside Civil Code 10.28.3 which allows for residents and their guests 24-hour parking of said vehicles on city owned streets, for a maximum of 3 consecutive days, with Oceanside City parking permits; up to 6 permits may be approved per month, per vehicle.

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Please refer to the City of Oceanside's Municipal Code website for up-to-date information as current ordinance is subject to future change and the Arrowood Master Association aligns and adheres to all City of Oceanside Municipal Codes regarding these vehicles. Any Arrowood Homeowner or Resident found in violation or abuse of this code is subject to Arrowood Master Association discipline and fines up to \$1,000 per occurrence.

Temporary parking of commercial vehicles, trucks or vans which are otherwise prohibited vehicles shall be allowed for providing services to Owners within the Community and during the performance of commercial activities permitted within the Community.

Residents are responsible for adhering to the Arrowood Master Association, CC&R 10.5.3 "No maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage when the garage door is closed, or on an Owner's Lot, provided such activity is not undertaken as a business." Vehicles being worked on cannot be left overnight on driveways in such a way as to leave an unsightly nuisance to neighbors. All property owners are responsible for the cost of any cleanup and or repair required for stains and damage that occur to the owner's lot and driveways from any vehicle source. Violations of this policy are subject to community fines.

F. Pet Rules

Animals that may be raised, bred, or kept in any Residence are dogs, cats, fish, birds, reptiles and other usual household pets provided they are not kept, bred, or raised for commercial purposes, or in unreasonable quantities or sizes. An unreasonable quantity generally means more than two pets per household.

Trained service animals used for assistance by visually impaired, hearing impaired, or disabled persons may be kept and used within any Lot, or in any portion of the Master Association Common Area by the person for whom the animal provides assistance. Service animal owners must still adhere to the following pet rules.

Animals belonging to owners, occupants, tenants, or invitees must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

Owners shall prevent their dogs from soiling all portions of the Common Areas and shall promptly clean up any waste left by their dogs.

All Owners shall be fully responsible for any damage caused by their pets.

G. Pool Rules

1. Community Pool

The community pool is part of the Association's Common Area, and expressly reserved for recreational use by the residents and authorized guests of the Arrowood community. Residents are permitted to invite guests to use the swimming pool recreationally and are responsible for ensuring their guests abide by the rules. As stated above, residents must be present AT ALL times during the use of the Common Areas by their guests. The Association's governing documents strictly prohibit members and others from using the Common Area facilities for commercial purposes.

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Providing organized instructional swimming lessons in the Common Area pool is not allowed; any member of the Association providing swimming lessons or inviting or allowing a guest to provide swimming lessons, will be subject to disciplinary measures, including monetary fines. This provision shall not be construed to prohibit residents, their guests, or their family members from teaching swimming to residents, their guests, or their children.

There is NO LIFEGUARD on duty at the pool; swimmers enter the pool area at their own risk. To secure the pool area and to ensure a safe environment, a Pool Monitor ("PM") may be on duty during peak hours during the summer to enforce the pool rules and to ensure that only residents and their guests have access to the pool. The PM has the final authority in resolving any issues, including removing violators from the pool area.

The Pool Rules were established in order to provide you with a mutually beneficial safe and healthy environment, and to limit our liability as an association. The PM, Management Company (Avalon) and members of the Community Association's Board always have full authority at the pool and are authorized to institute additional rules or restrictions as conditions warrant.

2. Pool Access and Guests

Guests must be accompanied by an owner or tenant who presents the proper identification. Each household will be limited to four (4) non-resident guests while using the pool area.

Unescorted non-residents or guests are trespassing and will be required to leave the pool area immediately.

If the conditions at the pool exceed capacity, the PM may limit access to residents/guests.

Any questions or complaints should be directed to the Management Company at 760-481-7444.

3. Pool Access/Monitoring Procedures

Pool Monitor (PM) shall check picture ID and address of the person in possession of the access card to Master List of Residents (Owners/Renters). The address and name on the person's ID must match the name and address of the person in possession of the access card as indicated on the Homeowner Record. Only active residents and registered guests with authorized access cards will be allowed to enter the pool area. Guests must be accompanied by Resident.

Pool Rules will be posted on the Bulletin Board from the sign-in window and are also available on the community website at www.ArrowoodMaster.com.

Residents may bring up to four (4) Guests at a time (per household).

The number of Guests can be limited based on attendance at pool. The PM will make the determination.

4. Hours of Operation

The pool will be open all twelve (12) months, although occasionally it will be necessary to close the pool to perform deferred maintenance or inclement weather.

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Maintenance of the pool usually occurs during December and January or whenever it is necessary. The Management Company will provide residents with adequate notice of any closure. The pool will be heated from April 1st to November 1st.

The pool cleaner usually cleans in the early mornings. If you are in the pool, please provide them with adequate space so that they can perform their job. Please refrain from directing the pool cleaner; if you have a concern, please contact Avalon at 760-481-7444.

The Master Association's Board may make changes to the pool hours of operation at any time; residents will be duly notified.

Pool Hours

Sunday - Saturday 5:30 am – 10:00 pm. Equal Access; open to all residents.

Lap Swimming

Monday – Friday 5:30 am – 10:00 am.

Saturday – Sunday 5:30 am – 10:00 am

During these hours, priority will be given to residents who wish to do lap swimming, pool exercising and disabled swimmers. The pool will still have equal access for all other residents.

5. Pool Monitor (NOTE: Pool Monitor is NOT a lifeguard)

The following is the schedule for when PMs may be used:

Summer Months Only: Memorial Day Weekend to Labor Day

- **7 Days per Week:** Any time the Activity Center is open for use

6. Pool Rules

NO LIFEGUARD ON DUTY! Use the pool at your own risk.

Children under the age of 14 years are not allowed in the Activity Center or pool unless accompanied by a responsible adult or guardian (18 years of age or older). It is the supervising adult's responsibility to monitor any children under the age of 14 years of age while using the Activity center and pool.

Children who are six (6) years old and under, and children who are non-swimmers must have a responsible adult or guardian (18 years of age or older) physically accompany them in the pool.

PMs have final authority. Determinations of rule violations made by the Pool Monitors are considered final. Obey all verbal instructions.

All persons using the pool are required to shower prior to entering the pool.

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Gate(s) are to remain locked at all times. The pool shall be accessed only with a valid key fob. Never prop open the gate(s) or allow others to enter without their own valid key fob.

NO persons with infectious diseases, open sores, bandages, or diarrhea are permitted in the pool.

NO diving is permitted in the pool. Jumping into the pool feet first is permitted provided the person is facing the water. Backward jumping, spirals, and flips into the pool are prohibited.

NO glass bottles, containers, or other breakable objects shall be brought into the pool or pool area.

NO alcoholic beverages, chewing gum, or smoking, including vaping or use of electronic cigarettes, are permitted in the pool or pool area.

NO food or drinks shall be consumed either while in the pool or around the pool perimeter. Use the tables.

NO boogie boards, rafts, inner tubes, standard or electric bicycles, scooters, skateboards, or other toys or devices are permitted anywhere in the pool or enclosed pool area. Flotation devices that can be worn as a safety feature, such as a life jacket or similar, as well as pool noodles and kickboards will be allowed for swimming assistance only. Final authority on what is allowed in the pool and pool area will be delegated to the Pool Monitor when on duty.

NO animals (except for service animals for special needs individuals) are permitted in the pool or pool area.

NO horseplay, running, or other dangerous activities are permitted in the pool or pool area. No exceptions.

NO climbing on walls/fence of the pool area. Respect our property.

NO foul or abusive language is permitted in the pool or pool area.

Radios and other listening devices shall be used solely with headphones.

Appropriate swimming attire is required in the pool and pool area.

Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. An example of appropriate waterproof clothing is special disposable swim diapers with waterproof pants that have elastic at the legs.

All trash must be properly disposed of in the pool area trash containers. Help keep our pool area clean.

Any time thunder is heard, or lightning is seen, the pool area, including all of the pool deck, must close immediately for a minimum of 30 minutes.

Blood-borne pathogen contamination, fecal matter, glass, or other contamination will necessitate pool closings.

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The Master Association's Board may suspend any person(s) from use of the facility for violating these rules.

Documented violations of Master Association Pool Rules may lead to the suspension of pool privileges and possible fines as determined by the Master Association's Board.

7. Barbecue Rules

The barbecues are meant to be a community amenity shared by neighbors throughout the day. The barbecue area on the south side of the pool behind the low gated enclosure is only available as part of a clubhouse reservation. Please be considerate of others desiring to utilize the grills on the north side. They are on a first come, first served basis.

Users must provide all utensils, paper, and plastic goods, etc.

NO glass bottles, containers, or alcohol allowed.

The barbeque is equipped with a fan that must be on when operating the barbeque.

Users must leave the area in clean condition and remove all trash. Bring extra plastic trash bags if necessary.

The barbecues must be cleaned and turned off prior to leaving the area. To turn off the barbecue:

1. Turn off the gas using the knobs, and
2. Turn off the gas timer.

Only the facility barbecues open to the pool area are authorized for cooking. NO additional barbecues or other cooking appliances shall be used.

Barbecues are to be operated only by adults who are eighteen (18) years or older.

PLEASE NOTE that the low, gated enclosure around the reserved barbecue area is not intended as a "pool safe" barrier and is to define a barbecue area when reserving with the Clubhouse.

MEMBERS ARE REQUIRED TO SUPERVISE THE ACTIVITIES OF RESIDENTS, GUESTS, AND INVITEES AND THEIR CHILDREN WITHIN THE RESERVED BARBEQUE AREA AT ALL TIMES.

8. Clubhouse Use

The Clubhouse is for the use of the owners and tenants of Arrowood Master Association and their designated guests. All others, including fraternal organizations, church groups, clubs, companies, or any other organizations of which a resident is a member, must have prior approval from the Board of Directors. Requests will be reviewed on a case-by-case basis.

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The rights of every member and authorized group to use the Association's facilities are balanced with the same rights afforded to others. Any individual or group abusing the rights of use granted under these Community Guidelines may have those rights suspended at the discretion of the Board of Directors.

Guests must be accompanied by owners or tenants upon entrance to the Clubhouse. Owners and tenants will be held responsible for the conduct of guests and their observance of the rules.

Animals (except trained dogs used for assistance with the handicapped), standard or electric bicycles, skateboards, and scooters are not permitted within the building.

Rough or boisterous conduct, profanity, assault, gambling, or violation of the law are prohibited and are all grounds for immediate expulsion. All illegal activities will automatically be referred to the local authorities for prosecution.

It is the responsibility of the owner or tenant renting the facility to assure that his/her guests abide by the regulations set forth by the Association. If the owner, tenant or the Association feel unable to assure such behavior throughout the event, the owner or tenant shall arrange for private security at his/her expense.

No smoking, vaping or using electronic cigarettes is allowed in the Activity Center Pool Area or Grounds.

Use of the Clubhouse will be denied to all homeowners who are delinquent on payment of assessments over 60 days.

Reservations DO NOT include sole use of the pool, which shall remain open for general resident use.

The Association is not responsible for personal items that may be lost or stolen.

The Management Company will contact the owner or tenant reserving the facilities approximately one week prior to the use of the Clubhouse to confirm the rental and review the rules and policies governing the use of the Clubhouse, complete an Inspection Report, and arrange for "day of event" access to the rented facilities.

No decorations are to be affixed to Clubhouse furnishings in any manner, i.e. no tape of any kind nor piercing of walls, doors, and furniture by pushpins, nails, staples, etc.

The kitchen facilities must be left in the same state as it was found. The kitchen may be used for warming, light cooking, refrigerating and serving food only. NO FRYING is allowed. All cooking/kitchen utensils as well as any items needed for cleaning up after food service are to be provided by the homeowner/tenant. If caterers are used, it is the responsibility of the owner or tenant to advise the caterers of these requirements.

If refreshments are served, owners or tenants must provide sufficient napkins, drink coasters etc. so as to protect all furnishings in the Clubhouse.

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All trash must be bagged and removed to the trash dumpster at completion of the event. Owners and tenants must check all areas included in the rental for trash (rest rooms, hallways, and barbecue areas, etc.)

The pool gate shall not be propped open nor allowed to remain open for access to the facilities.

Violations of any of these rules may result in the forfeiture of all or part of the damage and cleaning security deposit and suspension of membership privileges and monetary fines. (See Section 9, below).

Maximum occupancy in the Clubhouse is 30 people.

When using the barbecue areas, owners and tenants must abide by all instructions and procedures established for the use of the barbecues. Users shall provide utensils and supplies for the operation and use of the barbecues.

Please keep music and party noise to a volume that will not annoy others. Amplified music is NOT permitted. Live music is permitted provided that does not create a disturbance.

Rentals of the Clubhouse shall conclude by 10:00 PM and clean up must be completed by 11:00 PM.

9. Clubhouse Reservations

The Clubhouse is reserved on a first come, first served basis by any member of Arrowood for social or recreational functions. Thirty (30) days advance notification is required, and reservations will not be made before ninety (90) calendar days prior to the scheduled event. No owner or tenant may reserve the Clubhouse for more than four (4) events per year without the Board of Directors' approval. The Management Company may request a certificate of insurance from organized groups.

All reservations can be made in person at 3618 Ocean Ranch Blvd, Oceanside CA 92056, by telephone with the Management Companies office at 760-481-7444, or via email arrowood@avalonweb.com during regular business hour Monday through Friday (except holidays). The requesting resident may be required to furnish proof that the residents' permanent mailing address is within the confines of Arrowood.

A signed "Liability and Property Form," "Arrowood Facility Reservation Form" and a "Facility Inventory and Check List" form are required by the Association. Avalon Management will provide the forms upon request.

A non-refundable rental fee of \$150.00 is charged for the use of the facility.

A damage and cleaning security deposit of \$350.00 is required for rental of the facility two weeks prior to the scheduled event. This deposit is refundable provided no damage to the room, furnishings, or equipment has occurred and that clean up by the Association was not required. The cost of damage and cleaning services will be deducted from the deposit. If, as a result of scheduled use, damage or clean-up costs exceed the above damage deposit, the resident who reserved the facility will be held responsible for the difference.

10. Playground Rules

Adult supervision is **required at all times in the playground.**

To avoid strangulation, children should not wear helmets, necklaces, or clothing with hoods, cords, or drawstrings while using playground equipment.

To avoid burns, parents should check for hot playground surfaces before allowing children to play.

Take turns on all playground equipment.

No pushing, shoving, or rough play.

Be careful when the equipment is wet.

Use the equipment correctly as intended. These play structures are designed for children between the ages of 2-12.

“Do not play on broken or damaged playground equipment. Please immediately report broken or damaged equipment to the management company.

Do not walk up or climb on slides. Slide feet first, face forward, in a seated position, one at a time.

Do not climb on or over safety rails, walls, barriers, roofs, or swing frames.

Do not run on, jump off, or dive off playground equipment.

Do not walk or climb on top of overhead ladders ("monkey bars"). Use overhead ladders one rung at a time.

Do not climb on the canopy.

Use the equipment correctly as intended. These play structures are designed for children between the ages of 2-12. Children not within this age group are prohibited from using the play structures.

11. Village Greens

The Village Green may be reserved on a first come, first served basis by any member of Arrowood for social or recreational functions. Thirty (30) days advance notification is required, and reservations will not be made before ninety (90) calendar days prior to the scheduled event. The Management Company may request a certificate of insurance from organized groups.

All reservations can be made in person at 3618 Ocean Ranch Blvd, Oceanside CA 92056, by telephone with the Management Companies office at 760-481-7444, or via email arrowood@avalonweb.com during regular business hour Monday through Friday (except holidays). The requesting resident may be required to furnish proof that the residents' permanent mailing address is within the confines of Arrowood.

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A signed "Liability and Property Form," "Arrowood Facility Reservation Form" are required by the Association. Avalon Management will provide the forms upon request.

A non-refundable rental fee of \$150.00 is charged for the use of the Village Greens.

A damage and cleaning security deposit of \$350.00 is required for rental of the Village Greens two weeks prior to the scheduled event. This deposit is refundable provided no damage to the Village Greens, Landscaping, or equipment (including benches, light fixtures, etc.) has occurred and that clean up by the Association was not required. The cost of damage and cleaning services will be deducted from the deposit.

If, as a result of scheduled use, damage or clean-up costs exceed the above damage deposit, the resident who reserved the facility will be held responsible for the difference.

No outdoor fires are permitted in the Village Green.

No noxious or illegal activities are allowed.

No activity shall take place that may be or may become an annoyance or a nuisance to other residents.

Nothing shall be stored, grown, or displayed on the Village Green unless approved in writing by the Board of Directors.

H. Use and Occupancy of Lots and Units

All Owner Residents, Owner's Family and Guests, Tenants, Invitees, and Employees shall use each residence for a single family and for no other purpose than a single-family residential purpose. An Owner may rent his residence to a single family provided that the residence is rented pursuant to a written lease or rental agreement subject to all provisions of the Master Declaration (CC&R's) and these Community Guidelines. Please note properties with legally permitted ADUs have a separate policy for the guidelines and regulations governing those units that can be found in the separate ADU policy.

Per the California Department of Fair Employment and Housing "two plus one" formula, no more than three (3) adults are allowed to occupy any one bedroom home within the Association. No more than five (5) adults are allowed to occupy any two-bedroom home within the Association. No more than seven (7) adults are allowed to occupy any three-bedroom home. No more than nine (9) adults are allowed to occupy any four-bedroom home. And, no more than eleven (11) adults are allowed to occupy any five-bedroom home. This Section shall apply to both owner-occupied Lots and non-owner-occupied Lots. Please note that the official bedroom count for any Arrowood Community residence is solely determined by what is recorded in the Official County of San Diego records for the legally permitted bedrooms on said residence. Any room or garage conversion or use thereof that was not legally permitted and officially recorded as a bedroom with the County Recorder's office is not permissible as an intended use and as such under these Use and Occupancy Requirements and Guidelines of Lots and Units shall not be included in any official bedroom count for determining compliance. Please also note this applies to the main residence of a property and separate ADUs have their own policy for occupancy limits.

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Also note that Rooming Houses, mini-dorms, and boarding houses are not considered single family residential use and are prohibited.

Business or commercial activity: No part of the properties may ever be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storage, vending, or other nonresidential purposes. This includes any business activity that requires licensing or not, that is engaged in full- or part-time and does or does not generate any profit. Lots may be used as a combined residence for an executive or professional office so long as such activity does not interfere with the quiet enjoyment of other Owners of their lots from any related nuisance and as long as there is no signage, or other external evidence of such use.

Clients and related vehicles are prohibited by CC&Rs from visiting and parking within the properties.

No tent, shack, trailer, basement, garage, outbuilding, or structure of a temporary character shall be used at any time as a residence, whether temporary or permanent.

Portable basketball hoops are allowed on any lot, provided they are stored upright at the side of the driveway in close proximity to the owners garage when not in use and kept in good condition. Hoops must not be left on the sidewalk, driveway, or laid across any portion of the lot visible from the common area or neighboring properties. Violations of this rule will be addressed in accordance with the enforcement and fine policy.

No health care facilities operating as a business or charity shall be permitted on any Community Property unless permitted by law or ordinance that prompts this restriction.

No Lot or any portion thereof in the Community shall be leased, subleased, occupied, rented, let, sublet, or used in or in connection with any time-sharing agreement, plan, program, or arrangement including without limitation so-called vacation licenses, travel clubs, extended vacations or time interval ownership arrangements such as short-term rentals, daily VRBO rentals, daily Airbnb rentals, and/or bed and breakfast agreements.

Per California Civil Code Section 4750.10, clotheslines and drying racks are permitted only in backyards that are designated for the exclusive use of the owner. A balcony, railing, awning or other part of the structure or building shall not qualify as a drying rack.

I. Rental Policy

1. In order to maintain the residential character of the Arrowood Master Association, all rental or leases shall be for the entire Lot. Individual rooms in homes and/or garages may not be rented separately from the entire Lot, except as allowed under California Civil Code Section 4739, with the exception of permitted Accessory Dwelling Units ("ADUs") and Junior ADUs ("JADUs") that may be leased separately from the main home as long as the main residence is Owner-Occupied. An Owner shall not lease his/her Lot within the Association for hotel, motel, or other transient purposes including Airbnb or similar types of rental services. Under no circumstances may a Residential Lot be used as mini-dormitory, Rooming House, or Boarding House. The Board in its investigation and discovery will be the sole determining factor on such identity. Additionally, no Lot, ADUs, or JADUs shall be leased or rented or advertised for lease or rent for a term of less than thirty (30) days.

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2. All lease agreements must be in writing, including the names of the lessees, the lease terms, and rental amounts and must be executed and signed by all parties to the agreement. The Arrowood Master Association shall be given a copy of the agreement at least (10) days prior to the commencement of the rental or lease agreement to verify it is within guidelines.

An owner who rents/leases a Lot within the Association must provide the full contact information for any and all of his/her tenants in writing within (10) days of the commencement of the rental or lease term. Contact information shall include the full names, mailing address, telephone numbers, vehicle(s) information, as well as any pet information. Any lease extensions shall be documented in writing and a copy shall be provided to the Arrowood Master Association prior to the expiration of the current leasing term. Subleasing is prohibited in any form or manner. Lease agreements must provide that the failure of the tenant to abide by the Arrowood Master Associations' governing documents shall be a default under the less agreement and is grounds for the Owner to evict the tenant.

3. Owners shall notify the Arrowood Master Association of the names of any contract purchaser or tenant residing on the owner's lot within seven (7) days of a change in residency. The Association may request that the Owner shall provide reasonable information that the Board deems appropriate to ensure guideline compliance at any time is being met. All Landlord-Owners must comply with the Association's request for information.
4. All tenants occupying rented or leased premises must strictly adhere to the Association's governing documents and the owner/lessor is responsible for all violations and subsequent damages incurred by the association for all violations by his/her tenant. Owners who entered a lease agreement must provide a signed copy of this acknowledgement by his/her tenant.
5. All owners who rent or lease their Lot shall be legally responsible and liable for the actions of and damages caused within the Community Association by any tenant, resident, invitee, licensee, guest, family member, child, or any person residing at the owner's lot. The Owner(s) shall reimburse the Association for any such damage caused to the Common Area, or any other property/structure owned by the Association. In the event a Tenant or other person affiliated with the rental violates the Community Association's governing documents, the Community Association may request the Landlord-Owner to take all reasonable action necessary to control the tenants or responsible party relative to the subject violation(s).
6. Owners and tenants agree if a violation of the governing documents is committed and there is not an adequate remedy at law, the Community Association shall then have the right to commence legal proceedings against both the owner(s) and tenants and, if necessary, to obtain injunctive relief for the violation.
7. This Policy shall be subject to California Civil Code Section 4740 and other applicable law and is subject to change to conform with any future changes of said California Civil Code and or any other applicable California law.

J. Sign Rules

No signs shall be displayed publicly on any Lots or any portion of the Community Common Areas, except such signs as are approved by the Board.

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No permanent nor semi-permanent signage shall be permitted at any time with the exception of Permitted Signs or as approved of by the Board.

1. Permitted Signs on Residential Properties/Lots

A. Noncommercial or Political Signs, Posters, Flags or Banners (hereafter referred to as "signage")

Each Owner may display political signs, posters, flags, and/or banners as limited below and by California Civil Code Section 4710:

- Such signage shall not be composed of lights; roofing, siding, and/or paving materials; flora; balloons, or any other similar building, landscaping, or decorative component. None may be painted on architectural surfaces.
- No noncommercial signs or posters may exceed more than 9 square feet in size.
- No noncommercial flags or banners may exceed 15 square feet in size.
- No signage may display obscenity or fighting words.
- All such signage must be properly maintained and secured.
- Event-related and/or date-sensitive signs shall not be posted more than seventy-two (72) hours prior to the event and shall be removed within forty-eight (48) hours of the conclusion of such event.
- Political signs may be posted up to ninety (90) days prior to an election and shall be removed within seven (7) days after election day. Permanent political signage is not allowed.

B. Security and Realty Signs

Each Owner may display the following signs:

- One sign advising of the existence of security services protecting the lot.
- One sign advertising the lot for sale or lease, provided that the sign is not larger than six square feet in size (approximately 2' X 3') and attached to the ground by a single vertical stake, not more than six (6) feet above ground level and of a style and color authorized by the Design Review Committee.

C. Miscellaneous Signs

Signs of the following nature are permitted, and may be displayed without obtaining approval from the Board:

- Beware of dog
- Keep pets off lawn / clean up after your pets
- No soliciting
- Security company in-ground signs or window decals

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However, the Association Board of Directors reserves the right to demand removal, relocation, or modification, if such sign is deemed inappropriate in its size, placement, quality, or content.

2. Common Area Signage

A. Special Event/Non-Profit Signage

Special event signage related to and sponsored by a non-profit organization or Association Member for such occasions as fund-raising or charity events; class graduation commemoration (no individual person), birthday, graduation, and/or wedding event directional signs, etc., may be erected in the Common Area in conformance with the regulations and limitations set forth in Section c below.

B. Realty/Open House Signs

- Open house signs must have the brokerage's name, the agent's name and an address or phone number. State law requires such signs to include the realtor's license number.
- Such signs may be placed in common area parkways and corners, so long as they do not obstruct community monuments/signs, walkways, or driver site-lines.
- Such signs may be displayed from 8 AM to 6 PM on the day of the open house and must be removed upon conclusion of the open house (they may not remain overnight).
- One (1) such sign shall be allowed per change in direction and additional signs are allowed to orient drivers on long stretches of street.
- Permitted signage as described above may be displayed without obtaining a permit from Association Management.

C. Commercial/Business Signs

No commercial/business signs shall be erected in the Community Common Areas, except by formal approval by the Board, all others are prohibited.

The Association reserves the right to remove any and all signs installed in violation of these guidelines. Any permitted sign shall adhere to the following restrictions, unless specifically waived by the Association for good cause:

- General: A permit application containing a legible facsimile of any proposed sign must be submitted to and approved by the Board prior to installation. Application forms may be obtained from the Association Manager.
- Siting & Number: A total of no more than two (2) signs may be installed per approved application: one (1) approved sign may be installed within the Activity Center Park to the south side of the Arrowood Village Monument, and one (1) approved sign may be installed near one of the three Douglas Crossings at Douglas Drive and Teal Way.
- Duration: An approved sign may be installed for no longer than six (6) days prior to a special event and no longer than (24) hours prior to a reoccurring and/or weekly event.

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- Content: Authorized signs may advertise an Association Community Event; a Golf Course Event; or an event serving a community-wide purpose. No other retail or wholesale signage shall be permitted, unless specifically permitted by these Sign Rules.

No sign shall be installed so as to obstruct or interfere with the visibility of any portion of a Common Area Monument/Sign.

All signs shall be removed within twenty-four (24) hours of the conclusion of an event or authorized installation period.

The Association reserves the right to remove any sign that remains installed beyond this authorized time frame or if the sign is not properly maintained (ripped, torn, partially unmounted, etc.). A fee of One Hundred Dollars (\$100) may be charged to cover Association expense for such required removal.

Specifications: An approved sign shall be installed within the following specifications:

- Shall not exceed three and one-half (3.5) feet by five and one-half (5.5) feet in dimension;
- Shall not exceed five (5) feet in total height;
- Shall be professionally lettered and constructed of commercial-grade materials; and,
- Shall be installed using professional-appearing supports constructed of commercial-grade materials.

D. Political Signs

All political signs are prohibited in the Community Common Areas without exception.

The Association reserves the right to remove any political signage installed in the Common Area

IV. ENFORCEMENT GUIDELINES

A. Enforcement Policy

Any complaint alleging violation of the Master Association governing documents should be processed according to the procedure outlined below:

1. First, discuss with your neighbors any issues or concerns which are bothering you.
2. If you find you have difficulty dealing with your neighbor over a problem which is in violation of the Community Guidelines, contact the Association's Property Management Company.
3. In the event two or more Members of the Association or any member of the Board of Directors file a Community Guidelines Violation Report (see Appendix A), the Board will take the following steps:
 - a. Send a violation letter stating the alleged violation and date needed to cure such violation.

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- b. Send a second letter with a notice of hearing date to the owner if the violation is not cured.
 - c. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
 - d. At the hearing, the Owner may be present, or present a written response, regarding the alleged violation at a hearing before the Board. A written decision will be sent to the Owner following the hearing.
4. The owner will be notified as to the decision rendered by the Board as a result of the hearing. If the owner is found to be in violation of the Community Association's documents, the Board will either (a) levy a Special Assessment, (b) temporarily suspend an owner's rights as a Member of the Association, (c) enter upon a Lot to perform maintenance which is the responsibility of the owner, (d) record a notice of noncompliance if allowed by law, or (e) a combination thereof.
 5. If the decision is to pursue a monetary fine, the Arrowood Master Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Community Declaration, Bylaws, Community Guidelines and Design Guidelines of the Association. Please be sure to read the CC&Rs carefully.

B. Fine Schedule

1. A letter will be sent to the Owner stating the alleged violation and recommended steps to cure said violation and bring it into compliance.
2. A second letter will also be sent to the Owner stating if the alleged violation continues and this letter will request the Owner appear before the Board for a designated in person hearing to address the violation, provide oral or written evidence, ask questions and participate in discussion, as well as make final statements to determine what future steps of action of the violation are required. The Board may determine final outcome and resolution at the hearing, or the Board may rule without the Owner being present within 10 business days in writing and enforcement procedures may commence as applicable.
3. If the result of the hearing is a monetary fine, a standard fine of \$100 for the first 30 days will be applied to the Owner's account. However, please note that at the hearing the Board, within its discretion and depending on the severity of the violation, may impose a starting fine of up to \$1,000.00 per violation and may double that amount for subsequent violations.
4. If the violation continues unresolved past 30 days, the fine will increase to \$200 for the 2nd month violation, \$300 for the 3rd month violation, and \$400 for the 4th month violation and so on, with a \$100 incremental increase for each additional month of violation until the homeowner's violation is fully resolved and is once again in complete compliance with the guidelines.
5. Any fines not paid may result in legal action and further collection action in accordance with California State law at the time and determination of the Board's discretion for any account status that has a balance of \$1,000.00 or more in unpaid violations.

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6. In accordance with Article VII, Section 7.9 of the CC&Rs the Board may decide to use alternative dispute resolutions to effect a cure, and the Owner may be responsible for half the cost of legal fees and/or costs to the Arrowood Master Association for said resolution.
7. If the Board determines a violation to be especially egregious and if said violation is not fully cured after the 3rd notice of an offense, the matter will then be turned over to the Community Association's legal counsel for enforcement. Any additional legal fees and expenses incurred by the Community Association will be borne by the owner.
8. Should a violation occur which imposes a financial obligation on the Community Association, such as damage to community fencing, trees, buildings, or any other Common Property, the party responsible for said violation shall reimburse the Association by way of Special Assessment for this financial obligation.
9. If an owner is experiencing severe financial hardship at the time of a fine or Special Assessment, it is highly recommended that they contact Avalon Management in order to set up a payment plan and/or set up a special circumstances review meeting with the Board to discuss possible solutions to help prevent an escalation of legal proceedings and additional fines.

V. NUISANCE AND VIOLATIONS – OWNER REPORTS

Alleged violations must be reported to the Association by at least two (2) Owners representing two (2) different Residences in the Association, if the violation cannot be readily identified during an inspection of the property. (Nuisance activities, dogs barking, etc.). If an Owner can provide video or photographic evidence of their allegation, it is not necessary to include a second Owner. However, photo or video evidence must be accompanied by a complaint in writing, on the form provided (see Appendix A). Please be as specific as possible in describing allegations; provide dates, times etc. Detailed complaints will assist the Board in their investigation and expedite the process. All alleged violations will be evaluated to ensure they are considered an ACTUAL infraction as defined by the Association's legal documents. ****SEE APPENDIX A FOR REPORT FORM.**

VI. ASSESSMENT COLLECTION POLICY & STANDARDS FOR PAYMENT PLANS

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 to enforce the members' obligation to pay assessments.

The Board has adopted this Collection Policy to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code Section 5310(a)(7) and payment plan standards consistent with Civil Code Section 5665:

1. **Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay for each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

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2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (Civil Code §5650(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (Civil Code §§5650(b); 5650(a).)
3. **Late Charges:** Unpaid assessments are delinquent 30 days after they are due. (CC&Rs, Art. VII, §7.1); Civil Code §5650 (b).) A late charge of \$10.00 (or ten percent (10%), whichever is greater, will be charged for any assessment which is not paid in full within 30 days of the due date. (CC&Rs, Art. VII, §7.1; Civil Code §5650(b)(2).)
4. **Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC&Rs, Art. VII § 7.1); Civil Code §5650(b)3.)
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment delinquencies are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
6. **Debt Validation Notice:** If any assessment becomes delinquent, the Association will send a debt validation notice that indicates the overdue assessment balance on the account.
7. **Partial Payments:** If a partial payment is received, the Association will accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all remaining sums.
8. **Delinquency Notice:** At the expiration of the validation period, any assessment that remains delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
9. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. (Civil Code §5260(b).) Any such request must be delivered to the Association in a manner that complies with Civil Code Section 4035.

This request shall be in writing and delivered to the person designated in the annual policy statement, or if no person is designated to receive documents, to the president or secretary of the Association.

The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

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10. **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 30 days of its due date, an owner's membership rights, including, but not limited to rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to Civil Code Section 5855 and Corporations Code Section 7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (Civil Code §4510).
11. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by Civil Code Section 5660 by certified and first-class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with the preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
12. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution established in accordance with Article 2, Section 10 of the Act (IDR) and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act (ADR). (Civil Code §5660).
13. **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (Civil Code §5665.) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth below.
14. **Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, 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. (Civil Code §5675). The lien is a continuing lien which secures subsequently accruing assessments. The owner will be charged a fee for such lien.

No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (Civil Code §5673)
15. **Notice of Recordation of Lien:** A copy of the lien will be sent to every person who is shown to be an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (Civil Code §5675(e)).

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Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

16. Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so, requested by the owner, shall participate in IDR and/or ADR pursuant to Civil Code Section 5705. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.
17. Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent (Civil Code §5720(b)(2)) assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.
18. Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to Civil Code Section 5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of the Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (Civil Code §5705(d)).
19. Release of Lien Upon Satisfaction of Debt: Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (Civil Code §5685(a)).
20. Right to Inspect Records: Owners have the right to inspect certain Association records pursuant to Civil Code Section 5205.
21. Association's Addresses: Any payments, notices or requests sent to the Association should be sent to the following address:

Annual Policy Statement Assessment Collection Policy Effective 2/1/2022 Regular payments: **Association Payment Processing P.O. Box 52982 Phoenix, AZ 85072-2982**

Mailing Address for overnight payment of assessments, notices, and requests: (Cannot be post office box) **Arrowood Master Association c/o Avalon Management 31608 Railroad Canyon Road Canyon Lake, CA 92587**
22. Association's Right to Collect by Any Lawful Means: 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. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

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23. Legal Actions: If a member is delinquent for more than 60 days, in addition to the Association's liability to collect delinquent assessments in the manners described in this Collection Policy and the Association's Governing Documents, the Association may, at any time, bring a legal action for collection of the delinquent assessments in the Superior Court or Small Claims Court. Such action shall be for the collection of the delinquent assessments, late charges, interest, collection costs, and attorneys' fees incurred by the Association before and during the legal proceeding in attempt to collect the delinquent assessments.
24. Cumulative Remedies: The Association's remedies for collection of delinquent assessments, including the remedies outlined above, are cumulated and in addition to any other rights and remedies which the Association may have under the law.

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APPENDIX A – COMMUNITY GUIDELINES VIOLATION REPORT

Please provide all of the following information. Please be as DETAILED as possible.

Alleged Violator's Name (if known): _____

Address of Violation: _____

Date(s) and time(s) violation has occurred: _____

Is the violation recurring? How often? _____

Can you provide video or photographic evidence of the violation? _____
(No second Owner's information needed on this form, if so.)

Owner # 1
Name: _____

Owner # 2
Name _____

Address _____

Address _____

Phone: _____

Phone: _____

Signature: _____

Signature: _____

Description of violation: (If additional space is needed, please use reverse side of form.)