

QUAIL RUN SENIOR ESTATES, Inc.

1400 Quail Run Avenue
Paso Robles, CA 93446

RULES AND REGULATIONS

GENERAL

The following Rules and Regulations are designed to protect each homeowner's investment and the general welfare of the community residents. These rules may change from time to time but any rules requiring approval of the Board of Directors will not be unreasonably withheld.

DEFINITIONS

The "Definitions" shall have the same meaning as those listed in Article I of the Declaration, all of which are incorporated by reference herein as if set forth in full.

APPLICABILITY

These Rules and Regulations are in addition to the Articles of Incorporation, the Bylaws and the amended Covenants, Conditions and the Restrictions (CC&R's). By reference herein, the provisions contained in the CC&R's and operating documents are included herein. They have been approved by the Board of Directors and apply to all persons who enter the Quail Run premises. The On-Site Managers are the authorized representatives of the Management Company, and the Management Company is responsible to the Board of Directors in matters of rules and regulations. Any deviation or exception to the following Rules and Regulations shall be submitted to the Board of Directors.

Complaints and reports of violation of the Quail Run Rules and Regulations must be in writing, signed, except for emergencies, to be presented to On-Site management DURING NORMAL WORKING HOURS. Complaint forms are available in the On-Site Manager's Office. Any such written complaint will be held in strict confidence and must be responded to the Complainant within seven (7) days by On-Site Management or the Board of Directors as to progress or resolution.

LENGTH OF CURRENT RULES AND REGULATIONS

This set of Rules and Regulations shall be in force beginning as of the date of approval of the Board of Directors and continuing until revised or amended, in whole or in part, by the Board of Directors.

The Rules and Regulations are divided into three parts: I. RESIDENCE AND USE RESTRICTIONS, II. ARCHITECTURAL REVIEW COMMITTEE, III. BOARD ELECTION RULES and IV. COMPLAINT AND COMPLIANCE ENFORCEMENT PROCEDURE.

I. RESIDENCE AND USE RESTRICTIONS

1. **Age Restrictions, Senior Citizen Housing and Occupancy Requirements:** This is a Senior Community. At least one resident must be 55 years of age. This Project is designed to provide housing for Senior Citizens and is intended to qualify as a senior citizen housing development within the meaning of California Civil Code 51.3(b)(4). On commencement of occupancy of the Unit, at least one resident must be a Senior Citizen who intends to reside in the Unit as his or her primary residence on a permanent basis. All other residents must qualify under one of the following categories: (a) The resident is age 55 or older; (b) the resident is the spouse of the Senior Citizen; (c) the resident and the Senior Citizen are Cohabitants; (d) the resident is providing the primary physical or economic support to the Senior Citizen; (e) the resident is a Qualified Disabled Resident; or (f) the resident is a Permitted Healthcare Resident. On the death or dissolution of marriage or upon hospitalization or other prolonged absence of the Senior Citizen, a Qualified Permanent Resident or Qualified Disabled Resident may continue to reside in the Unit so long as at least eighty percent of the occupied residences in the Project are occupied by a person age 55 or older and the continued occupancy by the Qualified Permanent Resident or Qualified Disabled Resident does not reduce the percentage to less than 80 percent so as to disqualify the Project as “housing for older persons” under federal law.

For purposes of these Rules and Regulations, the following terms shall have the following definitions:

Cohabitants: Persons living together as husband and wife or persons who are domestic partners within the meaning of California Family Code Section 297.

Permitted Health Care Resident: A person hired to provide live-in, long-term, or terminal health care to a resident Senior Citizen or a family member of the resident Senior Citizen providing that care. The care must be substantial in nature and must provide assistance with necessary daily activities, medical treatment, or both. Must be 18 years or older. See (CC&R’s) Section 3.19.

Qualified Disabled Resident: A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or Qualified Permanent Resident who needs to live with the Senior citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. A “disabled” person means a person with a disability as defined in California Civil Code Section 54(b). A “disabling injury or illness” means an illness or injury that results in a condition meeting the definition of disability in California Civil Code Section 54(b).

Qualified Permanent Resident: A person who satisfies both of the following requirements: (a) the person was residing with the Senior Citizen before the Senior Citizen’s death, hospitalization, or other prolonged absence or before the dissolution of marriage

with the Senior Citizen, and (b) the person is age 45 or older, was the spouse of the Senior Citizen, and was a Cohabitant with the Senior Citizen, and was providing the primary physical or economic support to the Senior Citizen.

Senior Citizen of Qualifying Resident: A person age 55 or older.

2. **Temporary residence by a guest** is permitted for a specified period not to exceed sixty (60) days in any calendar year. Guests staying longer than thirty (30) consecutive days in any one calendar year must be registered at the Quail Run On-site Manager's Office. All guests and children are the responsibility of the host or hostess during their visit to Quail Run and while using Quail Run recreational facilities.
3. **Leasing:** No more than twenty-five percent (25%) of Units or Manufactured Home and Unit combinations may be leased or rented at one time. Declarant owned properties count toward the 25% leasing/rental limit. Any Owner who intends on leasing their Unit or Manufactured Home and Unit shall submit a written request for approval to the Quail Run Office prior to consummation of the rental or leasing agreement. Leasing the Units or Manufactured Home and Unit combination of less than thirty (30) days is prohibited. Any Owner who leases his or her Unit or Manufactured Home and Unit shall be liable and responsible for the acts of his or her lessee, and for maintenance of the property and landscaping. No more than two properties at any time can be owned by any property owner.
4. **Club House, Pool and Common Areas:**
 - a. **Club House:** All changes or additions to the clubhouse must be approved by the Homeowner's Association Board of Directors first. Use of the Club House is primarily intended for the residents of Quail Run and their invited guests. THIS CLUB HOUSE IS A MULTIPURPOSE FACILITY AND CANNOT BE RESERVED IN ITS ENTIRETY BY AN INVITED GUEST GATHERING, e.g., THE REST OF THE CLUB HOUSE MUST BE OPEN FOR USE BY ALL RESIDENTS EVEN THOUGH THE MAIN ROOM IS BEING USED FOR OTHER ACTIVITIES. The resident making the reservation MUST BE PRESENT at all times during such event. Damages, if any, are the responsibility of the resident making the reservation. Unless approved by the reservation request, the use of the Club House does not include use of the pool, pool tables, ping-pong tables, and related equipment. **All other "Rules for Use" posted in the Club House and the Reservation Agreements must be adhered to. Specifically prohibited are outside business and commercial activities unless specific written Board approval has been obtained.**
 - b. **Pool Room:** Guests, visitors or grandchildren of a resident must be 16 years of age or older to use the pool room, pool tables, ping pong tables and related equipment. The homeowner must be in attendance.

- c. Pools: The swimming and spa pools are primarily for the use of Quail Run residents. Use by guests is a privilege and not a right. A Quail Run resident may bring guests, but the number of guests should be kept small enough so as not to intrude upon the enjoyment of other Quail Run residents. No child under 18 years of age is permitted in the spa pool at any time. Guests including small children, teenagers and adults alike **MUST BE ACCOMPANIED BY THE HOST RESIDENT WHEN USING POOL OR CLUB HOUSE FACILITIES. CHILDREN NOT TOILET-TRAINED ARE NOT ALLOWED IN THE POOL.** Specific rules to be observed and adhered to by all persons using the swimming or spa pools are posted at the Facility.

Use of the swimming pool and other recreational facilities is at the risk of the user. No lifeguards are provided. If accidents should occur, the Quail Run Resident may have liability. Contractors and their employees will have access only to the outside rest rooms; no access to pool and spa areas, club house or other facilities is permitted.

Both the Club House and swimming pool areas have posted Regulations applicable to all users. Signing of these Rules and Regulations acknowledges acceptance of these posted Regulations as well. The posted Regulations may be changed from time to time by the Board of Directors without additional notice. Therefore, all users of these facilities are responsible for complying with the posted Regulations.

- d. Common Areas:
 - i. Skateboarding, skating and scootering are prohibited.
 - ii. Bicycling: Children are permitted to bicycle when accompanied by an adult resident or guest. Safety gear must be worn during these activities as required by the City of Paso Robles.
 - iii. All children, regardless of age, must be accompanied by an adult in all common areas.

- 5. **Posted Requirements, Violations and Miscellaneous Signs:** All requirements, rules and regulations relating to the use of particular facilities and posted at such facilities or in any other common area of Quail Run are incorporated by this reference as though set forth in full. Both the Club House and swimming pool have posted Regulations applicable to all users. Signing of these Rules and Regulations acknowledges acceptance of these posted Regulations as well. **Person or Persons VIOLATING THESE RULES SHALL BE RESTRICTED FROM THE USE OF THE CLUB HOUSE, POOLS AND COMMON AREAS.**

- 6. **Signs:**
 - a. For Sale signs: Signs will be allowed when a residence is listed for sale. Open house signs may be posted beginning the morning of an open house showing and shall be

removed at the end of each day. Quail Run and its address may not be used for the purpose of advertising except for QRSE sponsored events.

- b. Estate Sale signs: Location signage for an estate sale is allowed but must be removed promptly each day following the conclusion of the sale.
- c. Political signs: Political signs, flags or banners are allowed and limited to two per residence. Political signs 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. Political signs or posters can be no more than nine square feet in size, flags or banners may be no more than 15 square feet in size. Political signs may be displayed no more than 90 days before the election or event and must be removed within 10 days after the election or event. Political signs, posters and flags displaying obscenity or fighting words are prohibited.
- d. To Facilitate emergency response, all houses must display a resident address number on the front of the house or garage which is a minimum of 4 inches tall and legible from the street.
- e. For all other allowable signage refer to the CC&R's, Article III, Paragraph 3.6.6.

7. **Pet Policy:**

- a. One (1) small, licensed dog, not to exceed 30 pounds in weight and 25 inches in height at the shoulder when full grown, or one (1) domestic indoor cat is permitted per residence. Pets of residents with existing exceptions approved by the Board and registered with the On-Site Managers may not be replaced with a pet not meeting stated standards. Any future exceptions to this must be approved by the Board.
- b. Pets walked on common areas or on Quail Run streets ***MUST BE ON A LEASH. No leash in use may extend beyond six (6) feet away from the animal's handler.*** Pet defecation must be cleaned up immediately and disposed of properly at pet owner's premises by person in charge of the pet at that time. Pet owners walking pets on Quail Run streets or common areas must have some form of scooper with them. Pet owners' yards must be maintained in neat and sanitary conditions. Pet droppings shall not be allowed to accumulate causing a public nuisance and health hazard. DOG RUNS ARE NOT PERMITTED. POSTED "NO DOGS ALLOWED" SIGNS ON COMMON AREAS MUST BE ADHERED TO.
- c. All pet owners in Quail Run and pets of visitors or guests must abide by these pet regulations. Three written violations or complaints registered with the Board or On-Site Managers may result in a fine or loss of owners' privilege to have a pet on the premises. Pet approval may be revoked if the pet shows annoying or harmful behavior, i.e., Barking, biting, scratching, etc.
- d. Pets are not permitted to run loose in Quail Run at any time. PETS ALLOWED TO RUN LOOSE ARE IN VIOLATION AND ARE SUBJECT TO BEING PICKED UP BY ANIMAL CONTROL.

- e. Feeding of cats outdoors is prohibited and subject to fine.
- f. All dogs must be registered with the QR Homeowners Association and the County of San Luis Obispo. Failure to register an animal will result in a fine until the animal is registered. Failure to register the animal within sixty (60) days will result in removal of the animal. Pets residing within the Park on the date of the adoption of these Rules which were not in violation prior to that date, but which are prohibited under the QR Rules and Regulations are permitted; provided, however, those pets are appropriately registered with the Association and the County. As stated in section “7. a” of these rules, if the pet has died it may not be replaced, except as provided for in the Rules and Regulations. In addition to the preceding sections, the following sections apply to Therapy, Companion, and Service animals.
- g. Therapy, Companion, and Service animals may be kept by a resident under the following conditions:
 - i. The Resident submits appropriate documentation from an independent third party (a) that the resident has a physical or mental impairment that substantially limits one or more major life activities such as walking, seeing, working, learning, washing, dressing, etc., and (b) they require the presence of the animal requested because of that physical or mental impairment and the resident’s ability to enjoy and use the residence.
 - ii. A service, therapy or companion animal may not pose a direct threat to other residents. Quail Run Senior Estates is a senior living development and as such the Association must protect the wellbeing of the other residents. Therefore, the animal for which the Resident is seeking accommodation must be well behaved and not aggressive or dangerous to other residents. No animal is allowed to roam freely within the development. If applicable, the animal must be current on all required inoculations for diseases.
 - iii. The Association will make reasonable accommodations for those Residents who demonstrate they qualify and that the animal is required because of the demonstrated need. If additional documentation beyond that initially produced by the resident is needed, the Association will request it. The Association is not required to take any act to accommodate the animal if it is an undue burden or a fundamental alteration to the development.
- h. All Residents shall be liable to the Association and other Residents for any damage to Person or property or nuisance noise caused by the pets of such Resident, or respective family, guests, or invitees. Every Resident shall be liable for any injury to Persons or property caused by any pet brought or kept within the Park by the Resident, or their respective family, guests, or invitees.
- i. No animal may be kept in the Park which the Board has determined to be aggressive or dangerous pursuant to evidence provided at a noticed hearing. The Board shall have the right to prohibit any pet which, in its opinion, constitutes a nuisance to other Residents pursuant to evidence provided at a noticed hearing.

- j. No Resident or family member, guest, agent, or invitee of the Resident shall be permitted to keep dangerous animals on the premises such as Pit Bulls, German Shepherds, Malamutes, Chows, Great Danes, Rottweiler, Husky-types, Wolf-dog hybrids, trained attack dogs, etc. The Association may restrict other categories of animals which are dangerous or have aggressive tendencies, as designated by the insurance industry or a governmental agency.
8. **Commercial Enterprises:**
- a. No homeowner may engage in any type of commercial business that involves entry of others into Quail Run premises at any time.
 - b. No public garage, estate, patio or rummage sales are permitted on resident's property with the exception that once per year the Board may elect to hold a community-wide Garage Sale, to be coordinated during the first 2 weeks of June with the Paso Robles Waste Annual June Cleanup date. However, on the death, or relocation of a resident, the family may hold, with prior management approval, an indoor estate sale in the residence of the deceased or relocated resident. In addition, any member may hold an estate sale once during their tenancy, with prior management approval, following all other estate sale guidelines. The estate sale may not exceed two days. The family may advertise to the outside public and to the residents on the clubhouse bulletin board, via Quail Run resident informational e-message, and/or in the Quail Quill. Sale location signage is allowed but must be removed promptly each day following the conclusion of the sale.
 - c. No solicitations are permitted in the park without prior Board approval, except for resident-sponsored political solicitations with prior written notification to the office.
9. **Vehicle Restrictions:**
- RECREATIONAL VEHICLE PARKING AREA (RVPA) was established to allow homeowners to park RV's and related type vehicles
- a. There shall be no parking of non-recreational vehicles in the RVPA.
 - b. The RV may be parked in front of the owner's home for 24 hours prior to and upon return for the purpose of loading and unloading the RV. If more time is required, permission may be obtained from the On-Site Manager.
 - c. Recreational Vehicles are defined as campers, boats, camping and travel trailers, pop up tent trailers and motor homes.
 - d. The owner may park his regular car or truck in his/her RVPA space while the RV is away.
 - e. All units are required to be currently licensed and insured in the State of California or they will be in violation and subject to removal. RVPA disclaims any responsibility or liability for theft or damage to any resident's or guest's vehicles parked in the RVPA.

- f. All RV owners will be required to complete a registration form available in the On-Site Manager's office. The On-Site Manager is to oversee the use of the RVPA to assure fairness to all residents of Quail Run. The following are rules and guidelines for every recreational vehicle owner:
 - i. Maintain a neat and clean area in and around assigned space.
 - ii. No flammable material of any kind may be stored in the space.
 - iii. All RV's stored in the RVPA must be operational and used at least quarterly. No long-term storage in the RVPA is allowed. If you vacate your spot for more than 3 months, you may forfeit your spot in the RVPA if residents are on the waiting list.
 - iv. Keep unit locked and secured for your own protection.
 - v. One RV space per resident (if space is available).
 - vi. No units may be stored outside the RVPA.
 - vii. Each unit owner must provide the Quail Run Office with current license and insurance information.
 - viii. Do not loan key to RVPA to anyone without notifying the Quail Run Office.
 - ix. No major work is permitted in the RV Parking Area.

10. **Vehicle Parking:**

- a. NO OVERNIGHT PARKING ON THE STREET IS PERMITTED. NO OVERNIGHT SLEEPING OR RESIDING IN VEHICLES IS PERMITTED. See section h. below for recreational vehicle guidelines
- b. VEHICLE PARKING: Daytime parking on the street in front of a residence is allowable. Overnight parking is allowed only in common area parking spots, designated guest parking space, or in a resident's driveway providing the vehicle does not extend into the street.
- c. RESIDENT PARKING: Each residence in Quail Run is provided with parking space for two vehicles, either in the carport or in the attached garage. Residents are expected to limit parking of their vehicles in those two spaces.
- d. EXTRA VEHICLE PARKING: If additional parking is needed by a resident, the On-Site Manager will issue a parking permit that will allow parking of one additional vehicle in a common area parking space, but without designation of a specific spot. Only one special permit will be issued per household and only for a regular use vehicle, the permit is not to be used for storage parking. Each violation of this limitation shall result in a citation. After three (3) violations, the permit will be revoked, and the vehicle will be towed as posted. A towing policy has been adopted by the Board of Directors. For specifics, please see the office.
- e. CLUBHOUSE PARKING SPOTS: During the hours of 8:00 am and 9:00pm, the parking spots located directly in front of the clubhouse on Bobwhite as well as the side area by the pool on Teal are to be used for temporary parking only, by persons while utilizing the clubhouse, tennis center, conference room & pool facilities or

conducting business in the Park Office. No extended extra vehicle or guest parking is permitted in these designated areas during the above-described hours.

- f. GUEST PARKING: Designated guest parking spaces are for use by guests only.
- g. COMMERCIAL AND MISCELLANEOUS VEHICLES: No commercial vehicles, including trucks larger than one-ton, vehicles with any commercial identification or company logos, trailers, boats, inoperable, unlicensed, or unregistered vehicles may be parked or stored within the Common Areas or on a resident's private property unless parked out of sight in an enclosed garage. Residents may request Board approval of a rule exception for temporary visible parking of such vehicles which must include a designated parking location and be limited to a designated length of time. If the Board approves the exception request, the On-Site Manager will issue a parking permit with an expiration date to the resident to be displayed on the vehicle.

Vehicles necessary for the maintenance of the Common Areas and public safety vehicles are exempt from the restrictions but must obtain prior management approval for a parking location and obtain a permit from the manager. All vehicles must observe the "No Overnight On-Street Parking Rule".

- h. RV Parking: Management can approve for non RVPA users, RV parking on the street overnight not to exceed 24 hours for the purpose of loading and unloading RVs. Management may also approve RV parking on the street or in the Upper Clubhouse Parking lot for resident's guests/ visitors for a limited time, at manager's discretion. Use of RV generators or sewer connections are prohibited while the visitors' RV is in the park. Parking location must be pre-approved by management and the parking permit can be terminated and the RV ordered to be removed immediately for any rule violation.
 - i. No vehicle, or part thereof, is to be parked on the street within ten feet (10') of any fire hydrant in the park at any time.
11. **Vehicle Repairs**: To protect Quail Run's residential atmosphere, NO VEHICLE REPAIRS MAY BE MADE WITHIN QUAIL RUN IN DRIVEWAYS OR COMMON AREAS.
12. **Vehicle Storage**:
- a. THERE SHALL BE NO PERMANENT STORAGE OF INOPERATIVE, UNINSURED OR NON-REGISTERED VEHICLES WITHIN QUAIL RUN PREMISES. After two citations, disciplinary action will be taken.
 - b. THE SPEED LIMIT THROUGHOUT QUAIL RUN IS 15 MILES PER HOUR. RESIDENTS AND GUESTS ARE REQUIRED TO CAREFULLY OBSERVE ALL POSTED SIGNS.

13. **Noise:**

- a. Power tools and lawn equipment – leaf blowers in particular -- may be used by residents between the hours of 8:00 a.m. to 6:00 p.m. in the winter and 7:00 a.m. to 8:00 p.m. in the summer. Summer hours commence with the beginning of daylight savings time and terminate with the ending of daylight savings time.
- b. Each resident and contractor must maintain radios and tape players, CD players, musical instruments, television sets and voices at moderate levels at all times.

14. **Trash and Trash Receptacles:**

All trash, green waste and recyclables must be placed in designated bins provided by Paso Robles Waste. These receptacles shall be kept in a concealed area and may be placed outside the evening prior to scheduled pickup day.

15. **Hazardous Materials:**

Storage of any toxic or hazardous materials as defined under state or federal law is prohibited.

16. **Laundering and Drying of Clothes:**

- a. Residents shall be prohibited from installing clotheslines and drying clothing from all railings, awnings, or any other part of a structure. All clotheslines must be installed in the member's exclusive use backyard and not to be seen by street view. A "clothesline" is to include a cord, rope, or wire from which laundered items may be hung to dry.

17. **Appliances Outside the Unit:**

- a. No window-type air conditioners are permitted except for medical reasons and with Architectural Review Committee approval.
- b. No roof-type air conditioners will be allowed.
- c. All appliances shall be in a closed area.

18. **Fine Schedule:**

The Board of Directors may, following due process, levy monetary fines against members, for any non-compliance with the Association's governing documents, using the following fine schedule:

First Offense	=	\$100
Second Offense	=	\$200
Third (and additional) Offenses	=	\$300

The above "First, Second, and Third offences" shall apply to a member's offence of the same type, which after the first fine, the member ceases the violation and complies

with the governing documents, but then commits the same offence again *the second fine amount shall be imposed and so on*. Each type of offence shall be treated completely separately, and a member may be fined separately for each type of offence.

If, after due process, including the levying of a fine as stipulated above, a member fails to cease a violation and remains in non-compliance of the Association's governing documents, the Board of Directors may levy a Fifty Dollar (\$50.00) per day fine until that member ceases that violation and complies. This \$50.00 per day fine may be levied against member no less than Thirty Days (30 Days) following the initial Fine Hearing.

19. **Quail Run Mailboxes:**

Every house is required to have a mailbox that is visible from the street. Resident will have to pick up all Quail Run flyers from Quail Run office otherwise.

20. **Portable Storage Containers:**

- a. Portable storage containers are allowed to be parked on the street or in the resident's driveway for the purpose of moving.
- b. Resident must complete an ARC form that can be approved by the Manager.
- c. Size limitation is at the Managers discretion.
- d. Portable storage containers are allowed on the street or in resident's driveway for a maximum of 72 hours.
- e. Safety cones and caution tape may be required.
- f. A refundable deposit in the amount of \$200 (two hundred dollars) is required for this type of equipment.

II. ARCHITECTURAL REVIEW COMMITTEE

The ARCHITECTURAL REVIEW COMMITTEE (ARC) is principally concerned with improvements and maintenance of the Units in Quail Run through BASIC and SPECIFIC Requirements.

CONSTRUCTION OR MODIFICATION OF THE UNIT:

All exterior construction or modification of a Unit, including painting, roofing, guttering, awnings, type and placement of fences and walls must have prior approval in writing from the Architectural Review Committee. Using "Architectural Review Committee" forms, obtained from the On-Site Manager's Office, residents will submit construction/modification sketches (where applicable) directly to the ARC for review and approval.

Two (2) or more members of the ARC will visit the site of the proposed construction/modification before approval is granted. If the construction/modification is not acceptable as proposed, the Committee will work with the resident on an acceptable compromise.

ARC Rule Exception Requests can only be considered when an ARC project denial has been issued and shall be requested prior to construction or installation. If the project is started on without a Board approved Rule Exception, the out-of-compliance structure or project will be required to be brought into compliance or removed. ARC Rule Exceptions can only be granted by a Board action in an Open Meeting.

BASIC REQUIREMENTS

1. Modifications, Building, Permits and Additions:

Prior to making any changes or modifications in space layout or structural additions to a Unit the owner must receive written approval of the Architectural Review Committee (ARC) before a building permit is applied for by the Homeowner (an application for permit to construct). A building permit must be obtained for any and all structures as required by Title 25 (California Code of Regulations – Housing and Community Development). After approval, changes or additions must commence and, if possible, be completed within forty-five (45) days. Architectural restrictions and requirements must be adhered to.

- a. Site plans must be submitted to the ARC prior to any new building to be approved.

The Site plans shall include a representation of the footprint of the new building on the Unit and a landscape plan. The Site plan shall give "Elevations" of all four sides of the new building. Square footage of the new building and of the Unit shall be noted in the Site plans. A minimum of three (3) foot setbacks shall be maintained from the sides and the rear property lines. The NEW home shall not exceed 75% of land use in the Unit. No single wide homes are permitted. All replacement homes must be either modular or manufactured homes and all replacement homes in Phase Two (eastern side) must have a two-car garage. The intent of NEW homes being moved onto existing Units shall be that NEW homes are aesthetically similar to the newer homes presently located in Phase 2 (eastern) section of Quail Run.

- b. Two Story homes are not permitted.

2. Removal and/or Replacement of Homes:

- a. REQUIREMENT OF PRIOR WRITTEN APPROVAL BY ARCHITECTURAL REVIEW COMMITTEE: The owner of the home shall be required to have prior written approval by the Architectural Review Committee (ARC) before commencing any work. The owner shall complete an ARC Request Form and provide detailed plans and street elevations of the replacement home. The replacement home must be on the lot within 12 months. Additionally, the owner shall provide information detailed and called for in Paragraphs 2 through 6, below. No application will be considered without including these required documents. The ARC shall review the application and all other information provided, at their next scheduled

meeting at which a quorum of the committee is present. The ARC shall have no obligation to conduct a special meeting or emergency meeting in an effort to expedite the process.

- b. **REQUIREMENT OF OWNER TO PROVIDE APPROVED PERMIT(S) FROM THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING:** The owner shall be required to provide approved permit(s) issued by the State of California, Department of Housing, with the ARC Request Form (See Paragraph 1, above).
- c. **REQUIREMENT OF OWNER TO HIRE A LICENSED CONTRACTOR:** The owner shall be required to hire a licensed contractor, legally qualified to remove and/or replace and transport manufactured housing. Furthermore, the owner shall provide the name, address, telephone number, and copy of the contractor's state license with the ARC Request Form (See Paragraph 1, above).
- d. **REQUIREMENT OF OWNER TO PROVIDE PROOF CONTRACTOR'S LIABILITY INSURANCE:** The owner shall provide proof of contractor's current, active liability insurance policy with the ARC Request Form (See Paragraph 1, above). That policy shall contain an endorsement naming the homeowners association as additional insured.
- e. **REQUIREMENT OF OWNER TO PROVIDE PROOF CONTRACTOR'S STATE-REQUIRED INSURANCE BOND:** The owner shall provide proof of contractor's current state-required insurance bond, with the ARC Request Form (See Paragraph 1, above).
- f. **REQUIREMENT OF OWNER TO PROVIDE PROOF CONTRACTOR'S WORKERS COMPENSATION INSURANCE:** The owner shall provide proof of contractor's workers compensation insurance; with the ARC Request Form (See Paragraph 1, above).
- g. **ULTIMATE FINANCIAL RESPONSIBILITY OF OWNER TO HOMEOWNERS ASSOCIATION FOR ANY DAMAGES:** Regardless of owner's contractor's insurance coverage, ultimately it shall be the owner's unconditional responsibility for any and all damages to the homeowners associations' common area property, its components, and its infrastructure.
- h. **HOLD HARMLESS:** By applying for the written approval by the ARC, the owner and their contractor agree to hold the homeowners association, its ARC, its Board of Directors, and its management harmless and free of liability of any kind, associated with the removal and/or replacement of the subject home.
- i. **MAINTENANCE OF VACANT LOT:** If the owner elects to not immediately replace the removed home with an ARC-approved home, it shall be the owner's responsibility to maintain the vacant lot in a safe, clean, orderly, and attractive manner. If the owner fails to do so, the homeowners association shall reserve the right to hire the maintenance of the lot and assess the owner the cost of that maintenance

in addition to an administrative fee of Two Hundred and 00/100 percent (200%) of the actual costs incurred.

- j. **CERTIFICATE OF OCCUPANCY:** No person shall be permitted to occupy a replaced home until the ARC has determined that all of the criteria set forth in these rules have been met and the State of California, Department of Housing has issued a Certificate of Occupancy. The homeowners association shall levy a \$100.00 per day fine for each day a person resides in the dwelling without prior written authorization from the ARC.
- k. **CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED TO THE ARC:**
 - 1. Completed ARC Request Form
 - 2. Plot map, plans, and street elevation of new home
 - 3. Approved permit(s) from State of California
 - 4. Licensed contractors contact information and license
 - 5. Contractor's liability insurance certificate
 - 6. Contractor's insurance bond
 - 7. Contractor's workers compensation certificate
 - 8. State-issued Certificate of Occupancy for new home
- 3. **Contractors Performing Work:** It is required that all contractors for whom a license is required by the State of California must be currently licensed.
- 4. **Proceeding with Work:** Upon receipt of approval from the Architectural Review Committee, the Owner shall, as soon as practicable (and upon the issuance of a permit by the applicable governmental agency) satisfy all terms and conditions thereof and diligently proceed with the commencement and completion of all construction, refinishing, alterations and excavations pursuant to said approval, provided, however said completion shall occur, in all cases, within one year from the date of such approval if upon the application of an Owner. If the Owner shall fail to comply strictly with this Section II.3 any approval given shall be deemed revoked unless the Architectural Review Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time of such commencement. No such extension shall be granted except upon a finding by the Architectural Review Committee, in the sole and absolute discretion, that there has been no change in the circumstances under which the original approval was granted.
- 5. **Failure to Complete Work:** The Owner shall, in any event, complete the construction, reconstruction, refinishing or alteration of any such improvement within forty-five (45) days after commencing construction thereof, except and for as long as such completion

is rendered impossible or would result in great hardship to the Owner due to labor disputes, fires, national emergencies, natural calamities or such other supervening forces beyond the reasonable control of the Owner or his agents.

6. **Inspection of Work:** Inspection of work and correction of defects therein shall proceed as follows:
 - a. Upon the placement of any Unit or, as the case may be, the completion of any construction or reconstruction or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required, the Owner shall give written notice of completion to the Architectural Review Committee.
 - b. Within sixty (60) days thereafter, the Architectural Review Committee or its duly authorized representative may inspect such Unit or improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the Architectural Review Committee finds that such construction, reconstruction, altered or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.
 - c. If upon the expiration of thirty (30) days from the date of such notification, the owner shall have failed to remedy such non-compliance, the Architectural Review Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of non-compliance is given by the Board or Architectural Review Committee. Written notice of the hearing date shall be given at least ten (10) days in advance thereof by the Association to the Owner, the Architectural Review Committee and, at the discretion of the Board, to any other interested party.
 - d. At the hearing the Owner, the Architectural Review Committee and, in the Board's discretion, any other interested Person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall announce its ruling at the conclusion of the hearing and, promptly thereafter, shall direct the Owner in writing to remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and shall levy a reimbursement assessment against the Owner pursuant to Article VI hereof for a period of three years, commencing

- upon the date of issuance of the Final Public Report from the Department of Real Estate Association upon demand for all expenses incurred in connection therewith.
- e. If for any reason the Architectural Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

SPECIFIC REQUIREMENTS:

1. **Unit Landscaping:** ANY MAJOR LANDSCAPING REQUIRES REVIEW BY THE ARCHITECTURAL REVIEW COMMITTEE.
2. **Exteriors:** The exterior of Units and any other structures including fences, must be maintained in a neat and clean condition, including paint and repair. Each Homeowner is further responsible for keeping his/her Unit free of litter and at all times. Storage of paper goods, combustible items and recyclable items of any type, including but not limited to, newspapers, periodicals, cans, bottles, and cardboard boxes, unless these items are stored in closed containers that are not visible to the neighbors, the street or any common area is prohibited. Firewood should be stored a reasonable distance from the home and in a neat and tidy manner not visible from the street.
3. **Screening of Utility Areas:** All utilities shall be screened with material that complements the material of the Unit or they may be screened with vegetation; however, free access to the utility area for personnel to read meters must be maintained.
4. **Lawns, Shrubs and Gardens:** Homeowner is responsible for the general maintenance of his lawn(s), shrubs and gardens. Front yards must be maintained in a neat and tidy manner with weeds, leaves and debris removed promptly and lawns kept watered and mowed. Association residents may plant personal use food gardens in their exclusive use backyards not visible from the street or any common areas.
5. **Street Frontage:** The street frontage from the front of the Unit to the street is required to be primarily a green belt area with no less than 50% planted vegetation or grass lawn. VERY limited use of non-green belt material; rocks, bark, wood chips, lawn art items and decorative boulders, etc. are permissible with prior (ARC) approval. Full, or primarily full, rock or bark yards are prohibited. Limited use of planters, that are 10 gallons or larger, are permissible with prior (ARC) approval. Fake plants are not allowed with the exception of the limited use of prior (ARC) approved artificial lawn grass.
6. **Shrubs and Trees:** Shrubs, bushes, vines or trees shall not obscure the reasonable and normal view of other homeowners, be of excessive height or brush against adjoining

- Units. Trees, bushes and shrubs shall be kept trimmed so as not to hang over Quail Run streets. All vegetation including trees, bushes, vines and shrubs must be kept trimmed to avoid obscuring street lights; street name and safety signs or vehicle driver's visibility. Prior (ARC) approval is required to cut down a tree and the tree must be replaced, if it is cut down, with a tree of at least a fifteen-gallon container size.
7. **Sprinklers:** Anti-siphon valves are required for sprinkler systems.
 8. **Digging:** There are buried utilities on the Unit. Do not do any digging without first getting approval of the USA (Utility Servicing Alert).
 9. **Right to Incur Expenses When the Units, Lawns, or Gardens Are Not Maintained:**
At the direction of the Board of Directors, the On-Site Manager shall reserve the right to order work on any home in disrepair after proper notification has been given to the homeowner and such notice has been ignored. The homeowner shall be required to pay all expenses incurred. This shall constitute a lien on any such home. This lien shall be due and payable within ten (10) days after the charge is made. (Ref. CC&R's. Article VII, Para. 1)
 10. **Artificial Grass:** All requests for artificial grass installations must be submitted to the ARC committee prior to ordering, contracting for, or purchasing any product or service. All requests **not using turf selected from the ARC-approved samples available in the Quail Run office** must be accompanied by a product sample **of at least 4" square and not exceed 9" square**. A licensed **C-27 Landscaping** contractor must be used for installation and the contractor must provide proof of general liability insurance as well as workers comp insurance and provide their active valid State license number. The artificial grass must look like natural lawn type grass to be approved. ARC decisions will be on a case by case, site by site basis based on product, site plan and contractor acceptability.
 11. **External Storage Facilities:** The following are rules and regulations regarding the use of external storage facilities.
 - a. **UNITS WITH CARPORTS:**
Units with carports are required to have a single external storage facility (shed). The shed shall be under the carport awning, and placed at the rear of the carport awning, with a minimum setback of three feet (3') from the rear of the property line, can be up to 10' x 10' or a configuration not to exceed 100 sq. ft. and should be compatible with the color of the house. The storage facility shall be made an integral part of the carport awning. Changes in these carport requirements require Architectural Review Committee approval.
 - b. **UNITS WITH GARAGES:**

Utilize internal storage areas (garages, etc.) before resorting to external facilities.

External storage facilities (limit of one per unit) must be placed at the rear or side of the home as inconspicuously as possible, with a minimum set back of three feet (3') from the rear and side property lines. Landscape for concealment where feasible and consider your neighbors when installing such a facility. An external facility is to be freestanding with no connection to the home or any other structure – the maximum exterior allowed height of the unit is seven feet (7') and the maximum exterior square footage of the floor, in whatever length x depth configuration works best for the lot, cannot exceed 48 square feet, which would accommodate up to a 8' x 6' floor plan, and the color shall be compatible with the home color.

Any request for a larger facility would be on a "site by site" basis and would require that the facility isn't visible from any street or other common area and would have to meet the State mandates on lot area usage.

All exterior facilities require the prior written approval of the ARC.

12. Decorative Fencing and Walls:

- a. Short brick or block decorative walls (24" to 48"high) may be installed from the rear to the front of the Unit on either side of the Unit.
- b. Short decorative block retaining walls of 23" (inches) or less may be installed from the rear to the front yards to minimize extreme slopes to the street frontage.

13. Fencing and Privacy Panels: Fencing may be constructed on side and rear property lines within the following parameters.

- a. A maximum height of 6 feet (6') is allowed provided that the top foot is framed lattice. A maximum height of four feet (4') will be allowed for ranch, rail, and wrought iron without spikes or picket fences.
- b. Lattice paneling, used exclusively or in combination with other materials, must be completely framed on four sides.
- c. Allowable fencing or lattice/screen materials are Redwood, Cedar, wrought iron without spikes and Vinyl. Any lattice or screen fencing exceeding forty-two inches (42") in height must consist of framed lattice only or a combination of solid fencing materials topped with framed lattice.
- d. Side property fencing may not be closer than 20 feet from the curb (at the gutter).
- e. Privacy panels on sides of homes or facing street must be free standing and shall not exceed six feet (6') in height, not attach to the home and must be no further than front of the home, unless an exception has been approved by the ARC committee.
- f. On-going maintenance to maintain the integrity of the fencing must be performed.
- g. Access to the property must be maintained for utility companies, association agents, association contractors and association employees to enable mandated association

maintenance and emergency repairs where applicable and for utility and water meter readings. Failure to provide ready access to the above personnel could result in disciplinary action and the imposition of up to \$50.00 per day fines (fifty dollars) for the period of non-compliance.

- h. A plot plan and a picture of the proposed fence or privacy panel materials must be submitted with the ARC Request Form and approved in writing by the ARC before any materials or labor are ordered or contracted for. Any change to the ARC approved materials or plan must be approved by the ARC in writing prior to being ordered or contracted for. Any deviation from this requirement could result in an order to remove the unapproved structure and disciplinary fines up to \$50.00 (fifty dollars) daily for the period of non-compliance.

The Board of Directors may grant variances to the above parameters to property owners with “unusual” situations such as poor placement on land, proximity to common areas, etc.

14. **Patio Enclosures:**

All patio enclosure requests must be presented in detail to the ARC with complete sketches or contractor/architect drawings of the proposed enclosure **before applying for State permits or signing contracts for such work commences.**

15. **Drainage:**

Water from property must not drain onto any other unit or to any common area except the street. Units, patios, and carports must have down spouts emptying into a drainage swale or drain pipe that empties into the street.

16. **Siding:**

All units must have exterior siding that is either painted or stained wood or similar material, such as board and batt, shingles or Masonite. ARC approval is required prior to repainting homes. Water heater and furnace doors must be painted the same color as the Unit which they service. Attach color swatches to your request for painting to the ARC for approval. A color chart is available in the On-Site Manager’s Office. Replacement homes refer to Section 3.8 of the CC&R’s).

17. **Roofing:**

All units and garages shall have composition asphalt shingles or light weight composite tile. All vents must be painted the color of the roof. Replacement roofs require ARC application, State permit and State inspection.

18. **Garages/Awnings:**

All units shall have either (a) garage, (b) patio and carport awnings, and have eaves and downspouts installed. All patio and carport awnings shall be wood, aluminum or vinyl.

19. **Window Awnings:**

Window Awnings shall be an attribute to the structure of the unit and blend in shape and color. Commercially tinted windows must be approved by the ARC. Awning materials – vinyl, aluminum, and cloth – must be fade resistant. The design and colors shall complement the environment.

20. **Patios Walkways:**

All units must have a concrete, redwood, stone or tiled patio installed. Other materials will be subject to approval by the ARC. Wood patios/decks require State approval (permit to construct) and inspections.

21. **Utility Connections:**

The utility connection area for all Units on the west side of Quail Run should be camouflaged with material that matches or complements the material of the Unit or it may be camouflaged with vegetation: however, free access to the utility area for personnel to read the meters must be sustained.

22. **Antennas:**

No exterior television or radio antenna may be erected except a Satellite Dish 36 inches (36”) in diameter, **or** less, installed with approval of the ARC at least 12 feet (12’) from the front corner of the house or 12 feet (12’) from the back of the house. Cable is currently available at each site.

23. **Hot Tubs:**

Hot tubs in the open shall have privacy panels and must be installed at least three feet (3’) from any property line. Any new 110 or 220 volt line must be installed by a State licensed electrician and be inspected and approved by the State.

III. BOARD ELECTION RULES

1. **Elections and Voting:** Elections shall be conducted in accordance with applicable laws and the Covenants, Conditions & Restrictions, Declarations, Articles, Bylaws and Rules and Regulations of the Association.

- a. Association Membership Qualifications: Each Owner shall be a Member of the Association. Ownership of a Unit or an interest in a Unit shall be the sole qualification of Membership in the Association. Each Owner shall remain a Member of the Association until the Owner's ownership interest in all Units ceases, at which time the

Owner's Membership in the Association shall automatically cease. Persons or entities who hold an interest in a Unit merely as security for performance of an obligation are not to be regarded as Association Members unless and until they acquire title to the Unit.

- b. **Transfer of Association Membership:** The Association membership of each person or entity who owns, or owns an interest in, one or more Units shall be appurtenant to each such Unit, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer or encumbrance of title to each such Unit or interest in it and then only to the transferee or encumbrancer. Any attempt to make a prohibited transfer shall be void. Any transfer or encumbrance of title to a Unit or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new Owner.
 - c. **Number of Votes:** The Association shall have one class of voting Membership. Each Owner shall be entitled to one vote for each Unit in which the Owner owns an interest. If more than one Owner owns an interest in a Unit, the vote for such Unit shall be exercised as the Owners of the Unit determine, but in no case shall more than one vote be cast with respect to anyone Unit.
 - d. **Joint Owner Votes:** The voting rights for each Unit may not be cast on a fractional basis. If the Unit has more than one Owner and the joint Owners are unable to agree among themselves as to how their vote shall be cast, the vote shall be forfeited on the matter in question. If one Owner casts the vote attributed to a particular Unit, the vote shall conclusively bind all of the Owners of that Unit. If more than one Owner casts the vote attributed to a Unit, the votes cast by such Owner shall not be counted and shall be considered void.
 - e. **Proxies:** Association Members shall not have the right to act by proxy.
2. **Directors' Qualifications:** In order to be nominated, elected or appointed to the Board of Directors, the person must have all of the following qualifications:
 - a. membership in the Association
 - b. current on Association dues and in compliance with governing documents
 - c. willing and able to fulfill the duties of Director
 - d. not in litigation with the Association
 - e. not a joint owner with another Director
 - f. not a spouse of another Director or a co-habitant with another Director; only one person per household may simultaneously be a Director.
 3. **Inspector of Election:** The Board of Directors shall appoint either one or three inspectors of elections who may be independent, non-independent or a combination. Independent inspectors must be Members of the Association. Non-independent inspectors may be the Association attorney, CPA, Management Company or other person deemed

qualified by the Board of Directors. Prohibited inspectors include Members of the current Board of Directors, a candidate for the Board of Directors, or someone related to a Member of the Board of Directors.

4. The purpose and duties of the inspectors of elections is to:
 - a. Distribute secret ballots to each Association Member. Determine to whom the secret ballots shall be returned.
 - b. Determine validity of ballots cast.
 - c. Receive ballots and maintain custody.
 - d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - e. The polls shall open no less than thirty (30) days prior to the scheduled Annual Meeting and shall close thirty (30) days after the opening of the polls, but prior to the start of the Annual Meeting. Ballots received after the close of polls shall not be counted.
 - f. Open, count and tabulate all votes at the Annual Meeting, which is held on the first Thursday in August.
 - g. Determine the result of the election. The candidates receiving the highest number of votes up to the number of Board members to be elected shall be deemed elected.
 - h. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the association regarding the conduct of the election that are not in conflict with this section.
5. **Secret Ballots:** Election to the Board shall be by secret written ballot. Ballots cast by the homeowners shall remain confidential until they are counted. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel, or unit number on the ballot.

The ballot itself is not signed by the voter, but is inserted into an envelope that is then sealed. This envelope is inserted into a second envelope that is then also sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or unit number that entitles him or her to vote. Failure to follow election procedure as adopted by the association will invalidate the ballot and the homeowner's vote. However, if a Member identifies his ballot, it shall be considered a waiver of confidentiality and the ballot shall be counted.

The second envelope is addressed to the inspector or inspectors of election, who will be tallying the votes. The envelope (secret ballot) may be mailed or delivered by hand to a location specified by the inspector or inspectors of election. Only those ballots

which are delivered to the inspectors of the election prior to the polls closing shall be counted.

6. **Association Media:** If any candidate or member advocating a point of view is provided access to association media (such as newsletters and internet websites) during a campaign, for purposes that are reasonably related to that election, the association must provide equal access to all candidates and members advocating a point of view on the issue. Note that the monthly magazine, *Quail Quill* is not an Association publication, but rather is a publication of the Quail Run Social Club.

7. **Meeting Space:** The clubhouse and other common area meeting spaces may be used during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the board, for purposes reasonably related to the election. All members, including directors (at their own expense) have a right to campaign for or against any candidate or issue. Scheduling of meeting spaces must have prior approval of management for purposes of coordinating planned activities.

8. **Nomination Procedures:** Nomination for election to the Board shall be made by a nominating committee consisting of three (3) persons. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) other persons who shall be Association Members. Each member of the nominating committee shall be appointed by the Board to serve for a period of one (1) year, and vacancies thereon shall be filled by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies to be filled. Such nominations must be made from among Members. In addition to its own nominations, the nominating committee shall accept proposed nominations from any Association Member, including a self-nomination, so long as the nominee meets the Director's Qualifications, and shall include such nominations in the committee report to the Board. The Board of Directors shall determine the final date and time for submission of nominations by the nominating committee and shall announce such deadline at the Board Meeting prior to the deadline. All nominations from the committee shall be presented to the Board in a written report.

9. **Removal:** The entire Board may be removed from office by the affirmative vote of a majority of Members entitled to vote at any election of the Board. Unless the entire Board is removed, no individual director shall be removed prior to the expiration of his or her term of office if the votes cast against removal would be sufficient to elect the director if voted at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of the directors were then being elected. If any or all of the directors are so removed, new

directors may be elected at the same meeting. There shall be no more than one removal election per calendar year, whether such election be for individual directors or for the entire Board.

IV. **COMPLAINT AND COMPLIANCE ENFORCEMENT PROCEDURE**

1. **Initial Complaint:** Complaint must be submitted by a resident in writing using the complaint form found in the Quail Run office. The complaint form must provide the violating resident's information, the party complaining's information, and a signature.
2. **Initial Contact:** Initial contact with the alleged non-compliant resident from Manager explaining the nature of the complaint, with reference to the specific provision Covenants, Conditions and Restrictions and/or Rules & Regulations, including a prescribed time limit to comply.
3. **Resident Relations Committee:** If the management chooses, they may refer the complaint to the Resident relations Committee. The Committee shall attempt to resolve the matter by contacting the resident.
4. **Special Hearing Notice:** If the resident does not comply, or agree to comply following the above, a Notice of Special Hearing and Intent to Levy Fine is mailed. This letter must allow a minimum of ten (10) days' notice, prior to Special Hearing.
5. **Special Hearing:** The Special Hearing will be held in private Executive Session, with only the Board of Directors, Managing Agent, violating resident, and potential witnesses. The purpose of a Special Hearing is to:
 - a. Determine if in fact the resident is in non-compliance.
 - b. Allow the resident an opportunity to provide proof of compliance and explanations.
 - c. Levy a fine and/or restrict privileges (in the event that they are found to be in non-compliance).

Note: The Board may settle the matter, without a fine levied. Any continuing violations of the same offense may automatically result in additional fines without a hearing.

ENFORCEMENT PROVISIONS

With regard to enforcement matters, the Board of Directors reserves the right to pursue any non-compliance issue utilizing any and all legal remedies available.

INCONSISTENCIES WITH CC&R'S

To the extent that any rule or regulation adopted herein is inconsistent with the express provisions of the Amended and Restated Declarations of Establishment of Covenants, Conditions and Restrictions, as amended, the provisions of the Covenants, Conditions and Restrictions shall control.

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Sign and return to the Quail Run Management Office this acknowledgement of the Rules and Regulations.

EXECUTED

I have read the above Rules and Regulations and acknowledge receiving a copy of them and agree to comply with the Rules and Regulations as stated herein.

Recipient

Recipient

Date