

SHADY TRAILS COMMUNITY ASSOCIATION

COMMUNITY GUIDELINES

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Adopted:



**SHADY TRAILS COMMUNITY ASSOCIATION
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Note: owner and member are used interchangeably throughout this document.

SHADY TRAILS COMMUNITY ASSOCIATION

I. MEMBERSHIP INFORMATION

The Shady Trails Community Association (Community Association) offers many advantages to the homebuyer. In order to protect and preserve these benefits, certain limitations and restrictions are placed on members of the Community Association.

The Community Association is a California non-profit corporation consisting of those owners of residences within the ultimate boundaries of Shady Trails (Property).

The purpose of Community Association is to ensure that the common area including The Parkhouse and future facilities will be maintained in an attractive manner and will be available for the enjoyment of all members. Your automatic membership in the Community Association provides a membership base to share the costs of maintaining the community.

The Parkhouse and future facilities will require a homeowner access key-fob to obtain entry to the private use areas, with one access key-fob to be issued per home. First time or replacement key-fobs can be obtained at The Parkhouse.

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

Although these Community Guidelines support the CC&R's, they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

II. GENERAL GUIDELINES

A. COMMON AREA GUIDELINES

1. Littering of the common area is not permitted.
2. No owner shall have any right whatsoever to make any change or improvements or damage the Community Association property.
3. Each residence shall be used as a dwelling for a single family and for no other purpose.
4. Each owner shall be liable to the Community Association and the other owners for any damages to any of the Community Association property that may be sustained by reason of the negligence of that owner, the owner's family members, contract purchasers, tenants, guests or invitees.
5. No unsightly articles shall be permitted to remain on any portion of a residence or apartment project so as to be visible from any other portion of the Property.
6. Smoking is not permitted inside The Parkhouse or inside any other Community Association buildings. Smoking is not permitted in outdoor common areas, except in designated areas.
7. Alcohol is not permitted inside The Parkhouse or in any other common areas, except when expressly pre-authorized for a community sponsored event or a private homeowner party. Please see the alcohol policy within the Facility Rental Guidelines.
8. Entry facilities are not intended to provide security or privacy for persons, personal property or lots in the community.
9. Gate access fobs must remain in control of the owner or other resident of the Owner's lot at all times.
10. The Board of Directors will assess a reasonable fee for lost or stolen gate access key fobs.
11. Refuse, garbage and trash shall be kept from public view at all times. Trash shall be placed in covered, sanitary containers of good condition (provided by waste management company) and such container may be exposed to the view of neighboring homeowners only when set out for collection for a reasonable period of time (not to exceed 24 hours).

B. BUSINESS AND COMMERCIAL ACTIVITIES

1. No owner or other occupant of the community may undertake any activity on any lot or condominium or on any portion of the Community Association common area for business or commercial purposes. Such activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.
2. Exceptions include the following:
 - A. The hiring of employees or contractors to provide maintenance, construction or repair of any Improvement consistent with the CC&R's.
 - B. Declarant or Neighborhood Builder for which the right has been reserved in Section 14 of the CC&R's.
 - C. The operation of small home-based service business that comply with the following:

- a. The operator of the business lives in the Residence on a permanent, full time basis.
 - b. When conducted in the community, business activities take place solely inside the residence.
 - c. Visits by clientele or suppliers are limited to regular business hours and clientele and suppliers park their vehicles only in the driveway or garage of lot.
 - d. The activity complies with all laws, regulations and ordinances applicable to the community, including zoning, health and licensing requirements.
 - e. The activity otherwise complies with the CC&R's and is consistent with the residential character of the community.
 - f. The operator of the business does not post signage anywhere in the community.
 - g. Other than visits by clientele or suppliers, there is no visible evidence in the community of activity.
 - h. The activity does not generate noise or odors that are apparent outside the residence.
 - i. The business does not increase the Community Association's liability or casualty insurance obligation or premium.
- D. The provision of in-home health care or assisted-living services to any resident of the community.
- E. The provision of family home child care services as defined in Health and Safety Code Section 1597.40 et seq. so long as such services comply with all applicable zoning requirements and state law.

C. NUISANCES

1. Any noxious or offensive activities are prohibited in the community and on any public street abutting or visible from the community.
2. Nuisance devices may not be kept or operated in the community or on any public street abutting the community, or exposed to the view of other lots, condominiums or Community Association common area. Nuisance devices include the following:
 - a. All horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a residence or a vehicle and its contents).
 - b. Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and prohibited vehicles (defined below).
 - c. Devices that create or emit loud noises or noxious odors.
 - d. Construction or demolition waste containers (except as permitted in writing by the Design Review Committee).
 - e. Devices that unreasonably interfere with television or radio reception to a residence.
 - f. Plants or seeds infected with noxious insects or plant disease.
 - g. The presence of any other thing in the community which may 1) increase the rate of insurance in the Community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other owners or the Community Association, 4) violate any law or provisions of the Community Association CC&R's or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

3. Nuisance activities may not be undertaken in the community or on any public street abutting the community or exposed to the view of other lots, condominiums or Community Association common area, without the Board's prior written approval. Nuisance activities include the following:
 - a. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other residences (and Lots, if applicable), Community Association common area or public streets.
 - b. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance.
 - c. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage or rear yard screened from view by other residences (and lots if applicable) or Community Association common area.
 - d. Outdoor fires, except on barbeque grills and fire pits designed and used in such manner that they'd not create a fire hazard.
 - e. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Design Review Committee.
 - f. Any activity which may 1) increase the rate of insurance in the community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other owners or the Community Association, 4) violate any law or provisions of the Community Association CC&R's or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

D. SIGN GUIDELINES

1. The posting or displaying of noncommercial signs, banners, posters or flags within the lot or condominium or from the yard, window, door, balcony or outside wall of a lot or condominium is permissible using the following guidelines:
 - a. Signs but can not be larger than 9 square feet
 - b. Flags and banners may be no larger than 15 square feet.
 - c. Signs may be made of paper, cardboard, cloth, plastic or fabric.
 - d. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and owners cannot paint signs on the exterior surfaces of the complex.
 - e. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
2. If at any time of any such desired use, the Board is providing "FOR SALE" or "FOR RENT" signs for the use of owners, only such sign(s) shall be used. Otherwise, the following criteria applies to "FOR SALE" signs:
 - a. All signs for the purpose of selling a residence must be of customary design and reasonable dimensions.
 - b. The number of signs on any lot shall not exceed one (1) sign.
 - c. No signs shall be placed on Community Association property, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings.
 - d. An owner may display on his/her lot or on real property owned by others with their consent, signs of reasonable dimensions and design, which are reasonably located, and which advertise the property for sale or lease.

3. Open House signage on Community Association property:
 - a. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residences, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE".
 - b. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e. if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open houses.)
 - c. No riders or flags are permitted.
 - d. The Community Association will summarily remove signs not complying with the Community Guidelines.
4. Subject to Civil Code Section 712 and 713, no sign, advertising device or other display of any kind shall be displayed in the community or on any public street in or abutting the community except for the following:
 - a. Entry monuments, community identification signs and traffic or parking control signs maintained by the Community Association, the Shady Trails Community Services Corporation (Services Organization), a Neighborhood Association or the City of Fontana.
 - b. For each residence (and lot if applicable), one (1) nameplate or address identification sign which complies with Design Review Committee Guidelines.
 - c. Signs of any size or configuration used by Declarant or the Participating Builders in connection with the development of the community and the sale, lease or other disposition of lots, condominiums and the annexable area.

E. PARKING AND VEHICULAR GUIDELINES

1. No parking zones will be identified by signs and/or red-painted curbs. Vehicles parked in these no parking zones may be towed immediately without advance notice to vehicle owners.
2. The applicable public agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public streets contained within the Property.
3. Motor scooters and motorbikes are subject to Vehicle Code restrictions and are limited to travel on public streets (i.e., both driver and motor bike must be licensed).
4. An owner may park any standard passenger vehicle (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) in any portion of the Property subject to restrictions. The vehicle shall not extend into a sidewalk or beyond the curb line, or impede access over any street.
5. The following vehicles are prohibited vehicles: (i) recreational vehicles (including motor homes, travel trailers, camper vans and watercraft), (ii) large commercial-type vehicles (including pick-up trucks having a payload capacity in excess of one ton, stake-bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (iii) vehicles designed to accommodate more than ten (10) people, (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft, (vii) other similar vehicles, or (viii) any vehicle or vehicular equipment deemed a nuisance by the Board.

Prohibited vehicles may not be parked, stored or kept on any public or private street in, adjacent to or visible from the Property or on any other Community Association property parking area unless (a) they are owned and used by the Community Association or the Services Organization or a Neighborhood Corporation in connection with management or maintenance of a part of the Covered Property, (b) they are parked for brief periods not to exceed forty-eight (48) hours for loading and unloading purposes only, as may be defined in the Community Guidelines, (c) they are parked in an owner's fully enclosed garage with the door closed. If a vehicle qualifies as both an authorized vehicle and a prohibited vehicle, then the vehicle is presumed to be a prohibited vehicle, unless the Board expressly classifies the vehicle as an authorized vehicle in writing.

6. Each owner of a lot or condominium with a garage shall at all times ensure that the garage accommodates at least the number of authorized vehicles for which it was originally constructed by Declarant. The garages shall be used for parking of vehicles and storage of personal property only.
7. No person may repair, maintain or restore any vehicle in the community, unless such work is conducted in a garage with the garage door closed.
8. Owners are responsible for all parking violations of their tenants and guests.
9. Vehicles may not be parked in the Community Association parking areas for longer than twelve (12) hours.
10. No vehicle of any kind may be parked in an alley, except for brief periods of time during loading or unloading. When present in the alley, vehicles must be parked or moved so that they do not interfere with normal use of the alley by other owners or visitors.
11. The Board has the right and power to enforce all parking and vehicle regulations applicable to the community, including the removal of violating vehicles from alleys, streets and other portions of the community in accordance with California Vehicle Code Section 22658.2 or other applicable laws.
12. The Board has the power to establish additional guidelines concerning parking in the community common area, including designating "parking", "guest parking", and "no parking" areas.
13. No shared driveway in the community is to be used for storage of personal property or for parking, other than for temporary purposes, not to exceed thirty (30) minutes in any twenty-four (24) hour period.
14. Owners and other residents of the community are prohibited from parking in any area designated as "guest parking" by the Community Association except for temporary purposes, not to exceed thirty (30) minutes in any twenty-four (24) hour period.
15. If an authorized vehicle will not fit in a garage it may be parked in the driveway, provided that the vehicle does not encroach onto the sidewalk or other public right-of-way. If it does not fit on the driveway it may be parked on the street.

16. No prohibited vehicle may be parked, stored or kept in the community except for brief periods of loading, unloading, or emergency repairs. However, a resident may park a prohibited vehicle in the garage so long as the garage is kept closed and the presence of the prohibited vehicle does not prevent any Authorized vehicles from being parked in the garage or driveway at the same time.
17. Please refer to the CC&R's, Article II, Section 2.5 for additional definitions pertaining to authorized and prohibited vehicles.

F. TENANT GUIDELINES

1. The owner shall have the responsibility to acquaint their tenants and guests with the community association governing documents.
2. For the purpose of these Community Guidelines, an tenant shall be defined as anyone in possession of all or part of an owner's residence in exchange for any sort of consideration.
3. The owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the community association governing documents. Penalties and other actions to correct violations will be assessed against the owner even though tenant committed the violation.
4. The owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.
5. Careful screening of tenants prior to renting your property is important to protect your investment in your property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the owner. Preserving the community and maintaining harmony among residents are the ultimate goals of any Association. If a tenant is violating these goals, the owner is required to take the necessary measures to correct the situation.
6. Owners who rent their homes may wish to include a requirement in their rental agreements obligating their tenants to abide by all of the Association's governing documents, and making a violation of any of the governing documents a violation of the rental agreement so that such a violation can be cause for terminating the tenant's tenancy.

G. ANIMAL GUIDELINES

1. No animals of any kind may be raised, bred or kept on the Property, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinances. A "reasonable number" shall ordinarily include no more than an aggregate of three (3) dogs and/or cats per household; provided, however, a reasonable number in any instance may be more or less depending on whether the pets constitute a nuisance to other owners.
2. Animals belonging to owners, occupants or their licensees, tenants or invitees within the Property must be either kept within an enclosure, an enclosed yard or on a leash or other appropriate restraint being held by a person capable of controlling the animal.

3. Each owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by the owner or by members of his or her family, his or her tenants or his or her guests.
4. It shall be the absolute duty and responsibility of each owner to clean up after such animals, which have used any portion of the community common area or other yards.
5. Excessive dog barking or other animal noise will be deemed a nuisance.

H. CONTRACTOR GUIDELINES

The Community Association member is to ensure that any contractor they hire to perform work adheres to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on public streets overnight.
4. Contractors should adhere to the following construction hours:

7 a.m. – 6 p.m. (or dusk) Monday through Friday
8 a.m. – 6 p.m. (or dusk) Saturdays
No construction access on Sundays or Holidays

I. ANTENNA GUIDELINES

1. No person shall install on the exterior of any residence, rooftops, balcony railings or in a yard any antenna or over-the-air receiving device except for an “authorized antenna”.
2. An authorized antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to local governmental agency permitting requirements for safety purposes.
3. The Design Review Committee may adopt reasonable restrictions on installation and use of an authorized antenna as part of its Design Guidelines to minimize visibility from other lots.
4. The Design Review Committee may prohibit the installation of an authorized antenna in a particular location if, in the Design Review Committee’s opinion, the installation location or maintenance unreasonably affects the safety of the owners or any other person.
5. The Design Review Committee may review the location and installation of an authorized antenna after it is installed and may require such antenna to be moved to a preferred location for safety reasons or to comply with the original approval.

6. An authorized antenna is an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is
 - a. One (1) meter or less in diameter
 - b. An antenna designed to receive video programming service, including multi-point distribution service
 - c. An antenna designed to receive television broadcast service
 - d. An antenna used to receive and transmit fixed wireless signals.

J. TRASH

1. Trash containers may be set out at curbside for a reasonable period of time for trash collection (not to exceed 24 hours). At all other times, owners must store trash containers in the garage or in an area designed for such storage behind a wall or fence which completely screens the trash containers from public view, until scheduled collection times.

K. IMPROVEMENTS

1. No person may install outdoors in sight of any other residence (or lot, if applicable), community common area, or Neighborhood Association property any clotheslines, balcony cover, patio cover, deck cover, trellises wiring, water softeners, swimming pools and other water features, hedges, walls, dog runs, animal pens, fences, and other similar improvements, or other exterior additions or alterations to any residence or other portion of a lot without prior written approval from the Design Review Committee.
2. No swing sets or sports or play equipment, such as basketball standards, soccer nets and the like, may be left in front yards or in streets, driveways or sidewalks when not in use.
3. Owners may cover windows with clean white sheets for up to thirty (30) days after the close of escrow.
4. No person may paint any window or cover any window in foil or other reflective material.
5. No individual water supply, sewage disposal or water softener system is permitted on any lot or in any condominium unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any water district having jurisdiction, the City, the Design Review Committee and all other local governmental agencies with jurisdiction.
6. Subject to reasonable restrictions the Community Association imposes in accordance with Civil Code Sections 714 and 714.1, each owner may install a solar energy system (as defined in Civil Code Section 801.5) which serves his lot or condominium so long as (a) the design and location of the solar energy system meet the requirements of applicable law and regulations, and (b) the design and location of the system receive the prior written approval of the Design Review Committee.
7. No outbuilding, tent, shack, shed or other temporary building or improvement may be placed upon any portion of the Property either temporarily or permanently, without the prior written consent of the Design Review Committee.

III. FACILITY GUIDELINES

A. POOL & SPA GUIDELINES

1. Hours: 6 a.m. – 10 p.m.
2. No lifeguard on duty! Swim at your own risk.
3. Use of the pools and spa are restricted to members of the Community Association and up to (5) guests.
4. All children under the age of four (4) must wear rubber pants when in the water.
5. Children under the age of fourteen (14) must be supervised by a responsible adult age eighteen (18) or older.
6. For every 3 children there must be 1 adult supervisor present at all times.
7. Children may wear water wings, life vests or other types of small flotation devices in the Community Association's pools if a parent or guardian has signed the necessary waiver and release agreement. If a release has not been signed, only United States Coast Guard approved life vests will be allowed. Rafts, boogie boards, water noodles, or any other items that would obstruct a clear view of the water, are not permitted.
8. Soap, bath oils, etc. are prohibited in the pools or spa.
9. Diving is not permitted. Running, pushing or boisterous play will not be permitted.
10. Glass objects are prohibited in the pools and spa areas.
11. Alcoholic beverages are prohibited at pool and spa areas.
12. Pets (dogs, cats, etc.) are prohibited in the pool and spa areas.
13. Proper swim attire is required in the pools and spa.
14. Bicycles, roller-skates, in-line skates and skateboards are not permitted in the pool and spa areas.
15. Be considerate of noise levels.
16. Portable barbecues are not permitted in the pool and spa areas.
17. The Management Company and/or the Community Association Board of Directors reserve the right to deny use of the pools and spa to anyone at any time.
18. Neither the Management Company nor the Community Association Board of Directors is responsible for accidents or injuries.
19. In case of an emergency, call 911.

20. All injuries or accidents involving these facilities must be reported to the community staff located at The Parkhouse (909) 574-0029
21. Each household is permitted to bring a maximum of 5 guests per day. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by the Community Association Board of Directors or the community staff.
22. Members may bring their guests to all facilities and must accompany them at all times. Use of the facilities is at the member's own risk.
23. Members are responsible for their guest's compliance with all Community Association Community Guidelines for personal injuries, for any damage to Community Association property caused by the members or their guests, and are liable for all repair or replacement costs.

B. TENNIS COURT GUIDELINES

1. Tennis courts are available to all residents and their guests on a first come first serve basis.
2. Hours: 6 a.m. – 10 p.m.
3. Uses of the tennis courts are restricted to members of the Community Association and their guests.
4. Singles and doubles play shall be limited to one (1) hour when other guests are waiting to use the court.
5. All residents, guests and /or spectators waiting to play must remain off the court area. Parents bringing non-playing children must keep them supervised at all times.
6. Conducting tennis lessons is not permitted without prior approval from the Community Association.
7. Children under the age of fourteen (14) must be supervised by a responsible adult age eighteen (18) or older.
8. Glass objects are prohibited on the tennis courts.
9. Alcoholic beverages are prohibited.
10. Pets (dogs, cats, etc.) are prohibited on the tennis courts.
11. Proper attire is required in the tennis court area.
12. Bicycles, roller-skates, in-line skates and skateboards are not permitted on the tennis courts.
13. Portable barbecues are not permitted on the tennis courts.
14. The Management Company and/or the Community Association Board of Directors reserve the right to deny use of the tennis courts to anyone at any time.
15. Neither the Management Company nor the Community Association Board of Directors is responsible for accidents or injuries.

16. In case of an emergency, call 911.
17. All injuries or accidents involving these facilities must be reported to the community staff located at The Parkhouse (909) 574-0029
18. Each member is permitted to bring a maximum of 5 guests per day. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by the Community Association Board of Directors or the community staff.
19. Members may bring their guests to all facilities and must accompany them at all times. Use of the facilities is at the member's own risk.
20. Members are responsible for their guest's compliance with all Community Association Community Guidelines, for personal injuries, for any damage to Community Association property caused by the members or their guests, and are liable for all repair or replacement costs.

C. FITNESS CENTER POLICY

1. The fitness center hours are posted at The Parkhouse. If the fitness center is open after typical Parkhouse hours of operation, access will be available by use of your key fob through the side gate entrance.
2. A parent or guardian must supervise persons 17 years of age and under. We anticipate the demand for the fitness center to be high – thus access to the facility will be limited to Shady Trails residents only. **NO GUESTS ARE PERMITTED.**
3. Only proper workout attire is permitted. No bare feet. Shirts must be worn at all times.
4. All equipment should be towed down after use. Users must provide their own towels.
5. Any moveable equipment must be returned to its regular location upon completion of use.
6. No radios or other listening devices other than portable devices with headsets.
7. Cell phone use is not permitted.
8. Food and beverages, other than water, are not allowed.
9. Community Association staff and/or its patrol services reserve the right to deny use of the fitness facility to anyone.

D. BUSINESS CENTER POLICY

The Parkhouse is a multi-purpose facility designed to provide many activities and amenities for the residents of Shady Trails. A business center is available in The Parkhouse as part of the Shady Trails vision to meet the needs of our residents. The following policy has been established to ensure each resident use of the business center can be enjoyed to the fullest extent.

1. The business center is available for use to residents only, age 18 and older, and is not available to resident guests. Parents bringing children must supervise them at all times.
2. The business center hours are posted at The Parkhouse. If the business center is open after typical Parkhouse hours of operation, access will be available by use of your key fob through the side gate entrance.
3. Use of the business center will be on a first come first serve basis. In the instance where use is beyond equipment availability, a 1-hour maximum use time will be implemented.
4. No food or drink is permitted inside the business center at any time.
5. Residents may not borrow or remove any equipment or property belonging to the Community Association from the business center.
6. The door to the business center must be closed at all times. Please do not prop open the door or open the door for others who are attempting to access without a key fob.
7. Any violation of these rules, inappropriate use of the business center equipment, and/or damage resulting from the intentional or negligence actions of the resident may be grounds for suspending or revoking the resident's use privileges for the business center.

IV. FACILITY RENTAL GUIDELINES

There are several rooms available for rental within The Parkhouse. Please refer to the Parkhouse Rental Information Packet.

V. COMPLIANCE GUIDELINES

If the Board or the Design Review Committee determines that there is a violation of the Restrictions, other than nonpayment of any Assessment, then the Board shall give written notice to the responsible Owner or Neighborhood Association.

1. Reasonable and effective communication with your neighbors is the first step in resolving issues and concerns.
2. If you find you have difficulty dealing with your neighbor in regards to a community issue or concern, please contact your management company.
3. In the event two or more Members of the Corporation file a Non-Compliance Report (see Exhibit B), the Community Association will take the following steps:
 - a. Send a violation letter stating the alleged violation and date needed to cure such violation.
 - b. Send a second letter with a notice of hearing date to the Owner if violation is not cured.
 - c. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.

- d. Owner is present in person or by written response to the alleged violation at a hearing before the Board or Enforcement Committee. A written decision will be sent to the Owner following the hearing.
 - e. (Please see Exhibit C – Procedure for Owner 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) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Special Assessment, (c) suspend or condition the Owner's right to use any facilities the Community Association owns, (d) suspend the Owner's voting privileges as a member, (e) enter upon a residence to make the necessary repairs, or perform maintenance which is the responsibility of the Owner, (f) record a notice of noncompliance encumbering the Owner's residence, or (g) a combination thereof.
- 5. If the decision is to pursue a monetary fine system, the Community Association Fine Schedule will apply (see Exhibit A).

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

SHADY TRAILS COMMUNITY ASSOCIATION

FINE SCHEDULE

1. A letter will be sent to the owner stating the alleged violation.
2. A second letter will be sent to the owner stating the alleged violation continues and this letter will request the owner appear before the Community Association Board of Directors.
3. If the result of the hearing is a monetary fine, a fine of \$60 will be applied to the owner's account.
4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
5. The Community Association Board of Directors may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Community Association.

NOTE: Should a violation occur which imposes a financial obligation on the Community Association the party responsible for said violation shall reimburse, by way of a Special Assessment, the Community Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

SHADY TRAILS COMMUNITY ASSOCIATION

NON-COMPLAINEE REPORT

There must be **two** owners representing two Residences of the Community Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Community Association Board of Directors to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the Community Association's legal documents.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

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

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____

SHADY TRAILS COMMUNITY ASSOCIATION

PROCEDURE FOR OWNER HEARING

Procedure:

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Violator's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Community Guidelines of the Community Association.
5. Discussion and questioning of the violator by the Community Association Board of Directors.
6. Questions and final statement by alleged violator.
7. Owner is thanked for coming and told that they will be notified of the Community Association Board of Director's decision within ten (10) business days.
8. Board ruling without owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of owner: _____ Phone number: _____

Address: _____

Nature of violation: _____

Board ruling: _____

Additional comments: _____

Date: _____

SHADY TRAILS COMMUNITY ASSOCIATION DELINQUENCY POLICY

1. Assessments are due and payable in full on the first day of each month. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy.
2. Payments received will be applied in the following order: Unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R's violation fees.
3. Any request for special consideration must be submitted to the Board prior to the assessment becoming more than 45 days past due.
4. NOTICE OF STATUTORY RIGHT OF ALTERNATIVE DISPUTE RESOLUTION ("ADR").
California Civil Code Section 1366.3 provides for the resolution of disputes regarding non-payment of assessments through ADR as set forth in California Civil Code Section 1354, provided that the owner within thirty (30) days of the recording of a Notice of Delinquent Assessment, does all of the following:
 - a. Pays in full to the Association the amount of the assessments in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Delinquent Assessment (lien), including all mailing costs, and including attorney's fees not to exceed four hundred twenty-five dollars (\$425).
 - b. That during said thirty (30) days following the recording of the Notice of Delinquent Assessment (lien), the owner states to the Association in a written notice, mailed by certified mail, that the amount is paid under protest.

<u>ACTION TO BE COMMENCED</u>	<u>NUMBER OF DAYS AFTER DUE DATE</u>	<u>CHARGE TO HOMEOWNER'S ACCT.</u>
5. Late fee assessed on past due assessments	15	\$10.00
6. Management sends a past due statement for all outstanding charges on the account. (Assessments, late fees, interest, collection)	30	No Charge
7. An 'Intent to Lien' package is sent to the owners by certified mail. Charges incurred for this letter will be levied against the delinquent account, this includes: Documents and processing provided in accordance with Civil Code including Account detail, Delinquency Policy, and Fine Policy. A title check fee.	45	\$70.00 \$25.00
8a. A Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges for its processing and recording will be levied against the delinquent account.	75	\$150.00
b. Copy of recorded document will be sent to owners of record by certified mail in accordance with Civil Code.		
9. Upon receipt of payment in full, a Release of Lien will be recorded. Copies will be sent to all owners of record.		\$25.00
10. Upon authorization of the Board of Directors, a Notice of Intent to Foreclose or a Notice of Impending Lawsuit will be sent to the owner. Delinquent owner will be liable for payment of fees and costs. Copies will be sent to the owners of record.	105	\$25.00
11. Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.	135	Legal fees and costs
12. Copies of documents to multiple owners of record in accordance with Civil Code:		
a) One copy only		No charge
b) Handling fee for additional copies and/or notary fees		\$10.00

*All fees may be subject to change without notice.

Date: June 2006