
RULES AND REGULATIONS GLENMOOR GARDEN HOMEOWNERS ASSOCIATION

This document sets forth the Glenmoor Gardens Homeowners Association's rules, regulations and policies ("Rules") governing the use and operation of Glenmoor Gardens, Architectural Guidelines and personal conduct of members, their tenants, guests and household occupants pursuant to the Association's Articles of Incorporation, Bylaws and the Declarations of Restrictions ("CC&Rs") governing each Tract within the development (together with these Rules, the "Governing Documents"). These Rules shall supersede any other operating rules of the Association.

I. INTRODUCTION

A. AUTHORITY OF THE BOARD

The Association is governed by a volunteer Board of Directors ("Board") who, pursuant to the Bylaws, has the authority to adopt and establish rules, regulations and policies relating to the management of the Glenmoor Gardens development ("Development"), including Architectural Guidelines, enforcement of governing documents, use of common area facilities and the personal conduct of members and residents, members of their household, pets, tenants, and guests.

B. MEMBER RESPONSIBILITY

Each owner of a lot within the Development is a member of the Association and is responsible for complying with the Governing Documents. Members are also responsible for ensuring that their family members, tenants, invitees, guests and household occupants comply with the Governing Documents, including these Rules. Each lot owner is a responsible for complying with any applicable City of Fremont codes.

C. INDIVIDUAL TRACT CC&RS

The Association is comprised of several Tracts, each with its own individual CC&Rs recorded against the lots located within the Tract. The CC&Rs contain recorded covenants that are binding against all owners with that Tract and "run with the land" (e.g., are binding upon all future owners). The covenants contained in each Tract's CC&R govern the use of property and address issues such as architectural changes to residences, pets and livestock, and nuisance conduct. While the provisions within the Tract CC&Rs throughout the Development are substantially similar, there are some discrepancies and a restriction governing property in one Tract may not exist in another. In the case of any conflict between the Tract CC&Rs and these Rules, the CC&Rs shall control. Copies of the CC&Rs, as well as the Association's Articles and Bylaws, may be purchased at the management office.

D. MANAGEMENT OFFICE

Communications to the Association should be directed in writing to the Board c/o of the Association's Office Manager at the following address:

Glenmoor Gardens Homeowners Association
38350 Alta Drive
Fremont, CA 94536
(510) 797-7600

Or by e-mail to: ggha10@yahoo.com

E. LOCATION FOR POSTING GENERAL NOTICES

State law provides that the Association may provide certain types of notices (e.g., notice of board meetings; notice of rule changes) to the members by “general delivery.” This means: (i) by including the notice in a billing statement; (ii) by including the notice in a newsletter; (ii) by broadcast television programming if the Association uses this form of communication; (iv) by posting the printed documents in a designated location in the common area accessible to all members; or (v) by any method of “individual delivery” specified in state law (i.e., by first class, registered, certified or overnight mail, and (if authorized by the Association and consented to by the member in writing) by e-mail, fax or posting to a dedicated website).

All general notices will be posted in the bulletin holder at the management office.

II. ARCHITECTURAL GUIDELINES

The objective of these Architectural Guidelines is to provide clear guidance to members, the Board and the Architectural Review Committee (“ARC”) regarding the architectural and landscape standards of Glenmoor Gardens, and to assist in maintaining and enhancing the aesthetics of our community. These Guidelines are not exhaustive but are intended to assist members in understanding what types of improvements require architectural application and approval, help illustrate basic design principles and standards, and outline the architectural review and approval process.

A. DEFINITIONS

“Property line” A home’s property line along a street is located 6 inches toward the house from the edge of the sidewalk closest to the house. A corner house has a front line, a sideline, a side street line, and a back line. A non-corner house has a front line, two side lines, and a back line.

“Front of the house” means the side with the property address.

“Front yard” means the portion of a lot between the house and the public street, including driveways, walkways, and side yards that are visible from the street.

“Landscaping” There are two main components in landscape design. These two parts are Softscape and Hardscape. Softscape are elements that are fluid and changing as they mature. Hardscape are design elements that are solid and unchanging as the years go by. The ideal landscape is a balance of both Softscape and Hardscape. Softscape comprises live elements such as plants, shrubs, trees, flowers, vines, and turf. Hardscape are elements such as rocks, concrete, tanbark, retaining walls, pavers, water features, and decks.

“Garden appurtenances” are structures or objects that contain or support plants or serve as ornaments or accessories in the front yard.

“Home’s exterior appearance” means the home’s front and side if visible from the street.

“Storage” or “stored” means keeping any items in the front yard or exposed side yards that are not permitted to be permanently placed in the yard, such as household furniture/items, tools, car parts, toys, recreational vehicles, trailers, inoperable vehicles, and trash receptacles.

B. ARCHITECTURAL CONTROL

Association approval is required before certain changes, alterations, modifications and/or additions to lots, residences, fencing and landscaping may be made within the Development. This includes but is not limited to installation/construction of home additions, including Accessory Dwelling Units (“ADUs”) and Junior Accessory Dwelling Units (JADUs¹), significant landscape changes and renovations, driveways,

¹ See Section VIII of these Rules and Regulations for information regarding ADUs and JADUs.

garages, porches, sidewalks, accessibility ramps, fireplaces/chimneys, ponds, storage sheds, fences, and solar energy system installations. Architectural approval is not required for interior modifications to residences that do not impact a home's exterior appearance.

C. COMPLIANCE WITH GOVERNMENT REGULATIONS

All work performed within the Development must be installed in accordance with applicable building, fire, electrical, plumbing and related codes and any other applicable governmental requirements such as laws related to boundaries and setbacks, including the City of Fremont Design Guidelines. It is each owner's individual responsibility to obtain all required governmental permits and approvals prior to commencing work. The Association shall have no responsibility to determine the adequacy of any plans submitted for approval with regard to compliance with a government requirement.

D. PRIOR ARCHITECTURAL APPROVAL REQUIREMENT

1. Written Application / Minimum Standards

Prior to performing any work requiring architectural approval, an owner must first submit an architectural application to the ARC, together with all plans and specifications (as appropriate) for the work. An architectural application is attached here and may also be requested from the management office.

Written plans and specifications, at a minimum, should include the following:

- a. Drawings, plans or photographs describing the nature, kind, shape, height, size and location of the proposed work in relation to existing structures and improvements (e.g., driveways, sidewalks and fences), boundaries and setbacks. The amount of detail should be consistent with the complexity of the proposal. Relationships of major architectural features such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, exterior elevations for proposed structures, and if applicable, plans or provisions for landscaping and grading.
- b. A description and/or sample of all materials and color schemes to be used in the proposed work.

Applications will be reviewed for completeness. The ARC may require additional information as it deems reasonable to adequately review the request for approval. The ARC has thirty (30) days to review an application from receipt of the application. If the ARC fails to approve, deny or request additional information within thirty (30) days, the application shall be deemed to have been approved as submitted.

2. Review Criteria

- a. Validity of Concept: The concept must be sound and appropriate for its surroundings.
- b. Design Compatibility: The proposed work must be compatible with the architectural characteristics of the applicant's residence, adjoining residences and the neighborhood setting. "Compatibility" is considered as similar to the original architectural style, quality of workmanship, and similar use of materials, color and construction details.
- c. Location and Impact on Neighbors: The proposed work should relate favorably to the surrounding landscape and existing structures in the neighborhood. For example, (i) fences should not obstruct views, breezes or access to neighboring property; (ii) decks and larger additions should avoid casting large shadows on an adjacent patio or infringe on the privacy of a neighboring residence; (iii) lighting (flood lights, lamp posts) should avoid casting unreasonable or invasive light onto adjacent properties; and (iv) the size of a proposed improvement should be proportionate to existing structures (e.g. a large addition to a small residence or a very large storage structure may be considered inappropriate).

- d. Good Neighbor Policy: When proposed work has a possible impact on an adjacent resident, it is suggested that the applicant discuss the proposal with neighbors prior to submitting an application. In some cases, it may be appropriate to submit neighbor comments with the application. Notification to neighbors does not imply consent but allows the ARC to consider neighbor comments when reviewing the application.

E. APPEAL OF DENIAL

An owner may appeal an ARC denial of an application if proper procedures were not followed during the administration and review process, or if the decision was arbitrary and had no rational basis. An appeal must be submitted in writing to the Board within thirty (30) days following the date of the notice to the owner of the ARC decision.

F. PERFORMANCE OF WORK

Work must be completed within six (6) months of obtaining ARC approval unless an extension is obtained from the Board. All work must be conducted during reasonable hours and in compliance with any applicable municipal code requirements. Owners are responsible for ensuring immediate cleanup of any construction debris on the streets or neighboring properties. At no time may any construction, materials or vehicles obstruct public right-of-ways, unless appropriate access agreements and/or encroachment permits are obtained from the City.

Upon completion of the work construction sites must be cleared of all temporary structures, construction materials and debris, and excess dirt. The owner shall notify the Association upon completion of any project for which ARC approval was required. The Association has up to one year from the date of completion to inspect the work for compliance with approved plans. After inspection, the owner shall be notified in writing of any items requiring additional attention, which must be remedied within sixty (60) days following the date of the notice.

G. SPECIFIC ARCHITECTURAL GUIDELINES

1. Interiors

Alterations to the interior of a residence that do not impair the structural integrity of the building and which comply with all laws and ordinances regarding alterations and remodeling, do not require Association approval.

2. Structures

Structures such as additions to residences, patio structures, and storage sheds shall be made of wood, masonry, stucco, brick, wood-like siding, or similar materials that are harmonious with the materials used on the original residence. Glenmoor homes must have a combination of two (2) of these materials on the street-facing exteriors. Structures may not exceed a maximum height of 17 feet from grade level.

3. Roofs

Roofing materials must conform to the City of Fremont design guidelines, as follows:

- Roofs must consist of wood shakes and shingles, asphalt composition shingles, flat cement or clay tiles. Roof materials with a narrow range of colors can be used to create a natural blend when installed, so that the effect is of a weathered, modulated range of earth tones.
- Clay roof tiles with large diameter arcs, any roofing with a strong color or pattern, and slate or simulated stone roofing material are not allowed.

4. Exterior Painting and Material

Exterior paint colors must blend in and harmonize with the surrounding residences. Wrought iron is prohibited in exterior street facing landscaping and home exterior. Brick or stone that is visible from the street and used as a required second material must not be painted.

5. Drainage

No excavation or alteration that negatively alters the existing drainage patterns on common areas or neighboring residences is permitted.

6. Fences

No fence, wall, or hedge may be located on the lot closer than ten (10) feet from a front property line. No fence, wall or hedge shall be maintained or erected in a manner that blocks or hinders vision or line of sight at street intersections, including any fence, wall or hedge that might obstruct or limit vision across a "clear vision easement" established adjacent to any road within the Development. No full yard or chain link fencing is permitted.

7. Landscaping

Front yards must be designed and maintained as part of a complete landscape design. Open landscape designs in which the home remains visible is encouraged (i.e., avoid crowded, forest-like designs). Softscape should comprise no less than 70% of the approved design. Traditional live turf and artificial lawns that meet our standards are permitted, and drought tolerant plants are encouraged. Hardscape should comprise no more than 30% of the approved design and must not be the focal point of the design; replacing the entire front yard of a lot with Hardscape (e.g., with concrete or rock) is not permitted. Vegetable gardens may not be grown in any front yard. Garden appurtenances may not be placed on the lot within ten (10) feet of a front property line and may not exceed three (3) feet in height, unless otherwise permitted by the CC&Rs. "Hollywood" or circular driveways are prohibited.

8. Solar Energy Systems

Subject to the limitations of *Civil Code* sections 714 and 714.1, solar energy systems must be installed in the least obtrusive location possible, preferably with solar panels facing the back of the residence, and not the street. Solar energy systems must be flat mounted (as opposed to raised or angled), comprised of low-reflection material. Wiring, piping, lines wall mounted equipment, and other associated equipment should be installed so as to be the least visible from neighboring residences and painted to blend in with the background surface to which they are attached.

9. Satellites and Antenna

The installation of satellite dishes or antenna on a lot does not require prior architectural review and approval, though requesting such review is strongly recommended. Satellite dishes and antenna must be installed in the least obtrusive location possible on the lot that does not unreasonably delay the installation, unreasonably increase the cost of installation, maintenance or use, or unreasonably interfere with a resident's ability to obtain an acceptable signal. If an acceptable signal can be received by placing the antenna inside a residence without an unreasonable increase in delay or cost, then indoor installation is preferred.

To the maximum extent reasonably possible, wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is mounted or placed. Where not unreasonable to do so, the satellite dish or antenna shall be painted to blend into the background to which it is mounted or placed, and masts shall be painted to match the satellite dish or antenna mounted on it.

III. MAINTENANCE STANDARDS

A. GENERALLY

Owners are solely responsible for the maintenance, repair and replacement of their residences, landscaping and other improvements on their lot. The Association is responsible for the maintenance, repair and replacement of the common area.

B. EXTERIOR APPEARANCE OF LOTS

Home's exterior, including roofs and gutters, shall be well maintained and must have a neat and well-kept appearance. All windows must have appropriate window coverings, which must be in good condition (e.g., no bent/broken slats, no tattered/torn material, no blankets, sheets, foil, newspapers or paper coverings). Window screens must be in good condition (e.g., not torn, rusted or bent). Security bars on front facing windows are not permitted. Peeling, flaking or cracked painted surfaces must be repaired and repainted in a timely manner, or upon request by the Association.

C. LANDSCAPING

Landscaping shall be maintained in a neat and healthy condition through regular pruning, mowing, weeding, edging, raking, cleaning of debris and trash, fertilization and proper irrigation. No landscaping components may encroach on any sidewalk including loose hardscape materials. Trees and shrubbery must be appropriately pruned and trimmed so that they do not overhang sidewalks.

Dead foliage and yard debris (e.g., lawn clippings, tree and shrub trimming) must be removed in a timely manner. Blowing, raking or sweeping yard debris onto the street is prohibited. All composting must occur in the back or side yard of a lot behind a fence.

D. NON-PERMANENT EXTERIOR COMPONENTS

1. Holiday Decorations

Holiday decorations and lights may not be displayed more than sixty (60) days prior to the holiday and must be removed within forty-five (45) days following the holiday.

2. Garden Appurtenances

Outdoor lawn furniture, fountains, statues and other outdoor landscaping decorations must be in harmony with the approved landscape design and residence and may not interfere with the reasonable use and enjoyment of any other resident's property. Garden appurtenances cannot create a safety hazard or interfere with a driver's line of sight.

3. Play and Sports Equipment

Play and sports equipment should be moved to a side yard or garage when not in use. Driveways, front yards, and exposed side yards may be used temporarily as a tennis or sport court.

4. Trash and Recycle Containers

Trash and recycling containers may not be placed on the street before 6:00 a.m. on the day prior to scheduled collection and must be removed within 24 hours of collection. At all other times trash and recycling containers must be kept in the garage or in the side or back yard of a lot and may not be visible to any other lot or from the street.

5. Storage

Storage of household furniture/items is prohibited in the front yard and exposed side yard. Large items such as trailers, boats, and recreational vehicles may be stored on side or rear yards, and must be

reasonably shielded from street view.

6. Pods/Storage Bins and Dumpsters

Prior to obtaining a short-term pod, storage bin, or dumpster, owners must notify the Association of the length of time the pod, bin, or dumpster will be in use. If stored on a lot, the length of time is subject to Board approval. If stored on a public street, appropriate approval from the City may be required.

IV. VEHICLES AND PARKING

Parking is allowed on the driveway in front of the garage. Parking is only allowed on the driveway in front of the garage. Parking on the unpaved portion of any lot is prohibited. No mobile home, camper, recreational vehicle, boat, trailer or truck (not including pickup trucks three-quarter ton or less) or similar equipment may be stored or continuously parked on the street or driveway for more than 72 hours. Intermittent or temporary moving of such vehicles does not extend this time limit, which shall be deemed to start and continue upon initially parking the vehicle. Parking for more than the allowed 72 hours shall be considered storage.

1. Industrial Vehicles

Industrial vehicles may not be regularly parked on driveways. Industrial vehicles are defined as any vehicle which:

- a. carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.;
- b. is a tow truck, box truck, flatbed truck, tractor trailer rig, or other similarly sized vehicles.

2. Inoperable Vehicles

Vehicles that are inoperable, unregistered or obviously not in use (e.g., visible flat tires, placement on jacks, accumulated debris on under or around the vehicle) must be kept within a garage or fenced side-yard and may not be stored or parked on driveways or other portions of front yards.

3. Vehicle Repairs

Minor repair work to a resident's vehicle is permitted on that resident's lot, provided the repairs are completed within 72 hours. There is no time limit if the vehicle is in the garage or fenced backyard.

V. RENTING AND LEASING

Off-site owners who rent their residence must promptly notify the Association of their secondary address and phone number and must provide the name(s) and phone number(s) of any tenants within five (5) business days. All leases and rental agreements must be subject to the Governing Documents. In the event a tenant violates any Governing Document provision, the owner shall immediately take steps as necessary to correct the violation, up to and including eviction of the tenant.

VI. PETS

Farm animals such as cows, chickens, roosters, pigs, sheep goats and wild animals may not be kept or maintained on any lot or any portion of the Development. Common household pets, such as dogs and cats may be kept, provided they are not kept or bred for any commercial purpose and do not create a nuisance to surrounding lots and are in compliance with city ordinances.

Dogs must be on leash, held by a person capable of controlling the animal at all times when outside

the fenced yard of a lot including common areas. Residents are responsible for cleaning up after their pets and the pets of their guests and invitees.

VII. NUISANCE CONDUCT

No harmful or offensive activities may be conducted upon or within any part of the Development, nor shall anything be done which may be or become a nuisance or cause unreasonable disturbance or annoyance to any resident or which shall in any way interference with their quiet use and enjoyment of their lot.

VIII. ACCESSORY DWELLING UNITS (ADUS) AND JUNIOR ACCESSORY DWELLING UNITS (JADUS)

An accessory dwelling unit is an Improvement that adds livable space on an existing lot with a primary residence. All governing documents shall be incorporated by this reference and apply as if fully restated herein. An owner wishing to install an ADU must also comply with all ordinances, regulations, and laws of the State of California ("State") and the City of Fremont ("City").

A. DEFINITIONS

1. Accessory Dwelling Unit

Accessory dwelling units (ADUs), also known as "secondary dwelling units" or "in-law apartments," are attached or detached residential dwelling units that are subordinate to a primary dwelling on the same lot. ADUs provide independent living facilities for one or more persons and include permanent provisions for living, sleeping, eating, cooking, and sanitation and must be at least 150 square feet.

2. Attached ADU

Attached to, or located within, a primary existing dwelling, and may be subject to the maximum height, and minimum front, rear, and side yard requirements of the primary dwelling. The size of the attached ADU may not exceed 50% of the floor area of the primary dwelling except that the maximum size allowable must not be less than 850 square feet for a studio or one-bedroom ADU or 1,000 square feet for an ADU with two-bedrooms or more.

3. Detached ADU

Separate from the primary dwelling. A detached ADU must not exceed 16 feet in height and may be subject to 4-foot side and rear yard setbacks. A lawfully existing accessory structure may be converted into an ADU without regard to setbacks, provided that the finished structure can be made to comply with fire and life safety requirements. ADUs are limited in size to 1,000 square feet on lots smaller than 10,000 square feet and 1,200 square feet on lots that are 10,000 square feet or larger.

4. Junior Accessory Dwelling Unit

Constructed within the walls of an existing single-family residence. JADUs must not exceed 500 square feet and must include an exterior entrance on the side or rear of the house separate from the entrance to the primary dwelling, an interior connection to the primary dwelling, a private bathroom or full access to a bathroom in the primary dwelling, and an efficiency kitchen, including a cooking facility with appliances and a food preparation counter that is a reasonable size in relation to the size of the JADU.

B. NUMBER OF ADUS/JADUS

On lots with one single family residence, one junior accessory dwelling unit (JADU) and one accessory dwelling unit (ADU) are permitted.

C. PARKING

Owners and residents on the lot must adhere to the parking requirements contained in the CC&Rs, these Rules and Regulations, and any other parking rules and regulations adopted by the Board of Directors. The provision of parking for an ADU is also subject to local City of Fremont ordinances.

D. APPLICATION PROCESS PRIOR TO CONSTRUCTION

An owner wishing to install an ADU or JADU must comply with all regulations and laws of the State of California, City ordinances, and the Association's governing documents. Construction of an ADU or JADU may only occur after obtaining approval by **both** the Association **and** the City. Owner is subject to all covenants, rules, and regulations governing architectural modifications within the development. We encourage owners wishing to install an ADU or JADU to use contractors the Association has historically worked with. If requested, the Association can provide a list of such contractors.

E. OWNER'S RESPONSIBILITY TO MAINTAIN

Owner shall maintain the owner's lot, including any ADU or JADU located on the lot, in compliance with the CC&Rs and these Rules and Regulations.

F. RENTAL OF AN ADU OR JADU

1. No ADU or JADU may be rented or leased for a term shorter than 30 days.²
2. All leases and rental agreements must be subject to the governing documents and other rental rules and regulations adopted by the Board of Directors.
3. Name(s) and phone number(s) of tenants must be provided to the Association within five (5) business days.

G. RECREATION PLANS

Residents of an ADU 750 square feet or larger may be charged a separate recreational plan fee.

H. RESTRICTIONS

Pursuant to City ordinances, an ADU or JADU may not be sold, transferred, or conveyed separately from the primary residence and may be subject to owner occupancy requirements.

IX. ENFORCEMENT

A. MEMBER RESPONSIBILITY

Each Owner is a Member of the Association and is responsible for complying, and for their family members', tenants', invitees', guests', and household members' complying, with the Governing Documents. In the case of a violation by a member's tenant, invitee, guest or household member, the Association shall notify the responsible Owner, and any disciplinary action for non-compliance will be imposed against that Owner.

B. TYPES OF VIOLATIONS

1. One-Time Violation.

A "one-time" violation occurs when a member has violated the Governing Documents and fails to

² The Association's governing documents do not include a rental restriction, however, Fremont Municipal Code 18.190.005 (b)(5)(C) prohibits the rentals of ADUs for fewer than 30 days.

cure the violation upon notice from the Association.

2. Repeat Violations.

A “repeat violation” occurs when, following resolution of a one-time violation (through either cure or a hearing), a member commits the same violation again, regardless of the amount of time since the preceding violation.

3. Continuing Violations.

A “continuing violation” occurs when a violation is not cured after notice is provided by the Association. In the case of a continuing violation, fines may be levied on a daily or monthly basis until the violation cured.

C. DISCIPLINARY PROCESS

1. Notice of Violation and Opportunity to Cure.

Violations may be brought to the attention of the Association by the Board, by members, office staff, and/or the City of Fremont. The Board will provide a member who has violated or who is responsible for a violation of the Governing Documents with written notice prior to taking any disciplinary actions, and may, depending on the nature of the violation, provide the member a reasonable time to cure or correct the violation. Whether to provide such opportunity to cure or correct shall be within the sole discretion of the Board. If the member fails to cure or correct the violation, or if the Board determines that providing an opportunity to cure or correct is not appropriate under the circumstances, the Board shall notify the member of the meeting at which the Board will consider its disciplinary options, including levying fines, and suspension of membership rights or common area use privileges.

2. Notice of Hearing.

In the event a member fails to cure, or the Board determines that an opportunity to cure is not appropriate under the circumstances, the Board will invite the member to a disciplinary hearing. At least ten (10) days before the meeting the Board shall notify the member in writing (the “Hearing Notice”). So that the member is aware of the nature of the violation, the evidence thereof, and what discipline the Board can consider, the Hearing Notice shall:

- a. Identify the Governing Document provision(s) alleged to be violated,
- b. Set forth the facts that the Board believes justify disciplinary action,
- c. Identify the date, time and place of the hearing,
- d. Describe the disciplinary action being contemplated, and
- e. State that the member is entitled to attend the meeting and to address the Board.

The Hearing Notice shall be given to the member by personal delivery or by first class mail to the member’s last address as shown on the records of the Association.

3. Hearing.

A disciplinary meeting shall be conducted by the Board. The member shall be entitled to attend the meeting and address the Board. Alternatively, the member may submit a written explanation to the Board prior to the meeting for the Board to consider. The Board may impose one or more disciplinary actions if it determines at the meeting that the member or a person for whom the Member is responsible has violated the Governing Documents. Disciplinary action may include but is not limited to (i) temporary suspension of membership rights and common area use privileges, (ii) fines, and (iii) any other discipline authorized in the Governing Documents for such violation. In the case of architectural violations,

disciplinary action may include the requirement that any non-conforming structure or work be removed.

In the case of continuing violations, such as an uncorrected architectural violation, the Board may deem such violation a continuing violation and impose separate and successive daily or monthly disciplinary action for the violation; *provided, however*, that each such action shall require notice to the Member and a further Board determination at a meeting. At such successive meetings, the Board need only consider new facts or evidence before making its determination.

4. Notice of Board's Decision

The Board shall notify the Member of its decision, in writing, within fifteen (15) days after the meeting. If any disciplinary action is imposed, the notice shall describe the disciplinary action and its effective date. Fines are due and payable when levied, or as otherwise specified by the Board, and are deemed delinquent if not paid within fifteen (15) days after they are due.

5. Other Remedies.

The Association reserves the right to avail itself of any other remedy permitted by law and the Governing Documents to enforce the provisions of the Governing Documents. These remedies include, but are not limited to, suspending membership privileges, requesting that the matter be submitted to a form of alternative dispute resolution such as mediation or arbitration, taking immediate corrective action with respect to property in cases of a bona fide emergency, seeking assistance from local law enforcement, city code compliance or similar public agencies as applicable, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

6. Disputes Involving Neighbors.

The Association generally does not get involved in trying to resolve neighbor-to-neighbor disputes. In the rare instance that the Association does get involved, residents are asked to first talk to their neighbor directly as the first point of contact should almost always be between neighbors. Member complaints about neighbors must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining member; and (d) include the name, address, phone number, and email address of the complaining member.

7. Association's Duty of Enforcement.

Failure by the Association to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

X. SCHEDULE OF FINES

The Schedule of Fines is effective unless and until changed by action of the Board. Any violation of the Governing Documents either by a member or a person for whom the member is responsible shall subject the member to the following Fines:

Conduct and Use Restriction Violations

Examples: parking violations, failure to clean up after pets, disruptions, noise, etc.

- For first violation: \$50.00
- For second recurring violation: \$100.00
- For third recurring and further violations of same type: \$200.00

- For continuing violations:
 - Uncured after 30 days: \$200.00/month or \$20/day
 - Uncured after 60 days: \$300/month or \$40/day
 - Uncured after 90 days and each 30-day period thereafter: \$400.00/month or \$50/day

Architectural Violations

Examples: unapproved improvement, failure to maintain property, alteration not consistent with approval, etc.

- For first violation: \$50.00
- For second recurring violation: \$100.00
- For third recurring and further violations of the same type: \$200.00
- Additional fines for continuing violations:
 - Uncured after 30 days: \$200.00
 - Uncured after 60 days: \$300.00
 - Uncured after 90 days and each 30-day period thereafter: \$400.00

Fines for other violations are at the sole discretion of the Board, so long as the fine is reasonable in light of the particular violation. The Board *may*, in its sole discretion, reduce any fine.

Adopted by Resolution of the Board of Directors

David MBauer, Secretary

Date: 9/8, 2022