

**CITRUS + PALM AT ROSEDALE**  
**RULES AND REGULATIONS**

## TABLE OF CONTENTS

	<b>Page</b>
A. AUTHORITY TO ADOPT RULES .....	1
B. RELATIONSHIP BETWEEN ASSOCIATIONS, DECLARATIONS AND RULES .....	1
C. NEIGHBORHOOD PROPERTY RULES .....	1-2
D. OCCUPANCY RULES .....	2
E. NUISANCES .....	3-4
F. SIGN RULES.....	4
G. PARKING RULES .....	4-6
H. PET RULES.....	6-7
I. TRASH .....	7
J. GARAGE OR YARD SALES.....	7
K. DESIGN GUIDELINES AND PROCEDURES .....	7-10
L. VIOLATION ENFORCEMENT POLICY.....	10-12
M. NEIGHBOR TO NEIGHBOR DISPUTE POLICY .....	12-13
ATTACHMENT 1 RULES AND VIOLATION REPORT	

**A. AUTHORITY TO ADOPT RULES.**

The Board of Directors of the Citrus and Palm Association is empowered to adopt and enforce Rules and Regulations (these “*Community Guidelines*”) in accordance with Articles V, Section 5.2.13 of the Neighborhood Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Citrus and Palm (the “*Neighborhood Declaration*”).

**B. RELATIONSHIP BETWEEN ASSOCIATIONS, DECLARATIONS AND RULES.**

The Citrus and Palm Association is a California nonprofit mutual benefit corporation (the “*Neighborhood Association*”) whose Membership consists of Owners of Condominiums within the Neighborhood that compose the Project. The Neighborhood Association has been formed for the purpose of operating and maintaining the Neighborhood Property within those Neighborhoods of the Project.

A further purpose of the Neighborhood Association is to maintain the Neighborhood Property in a manner that is attractive and available for the enjoyment of all Owners of Condominiums. In order to protect and preserve the benefits enjoyed by the Owners and residents of the Project in their use of the Neighborhood Property and the Condominium Units, certain conditions and use restrictions are placed on all residents through the Neighborhood Declaration.

These Neighborhood Rules and Regulations supplement the Neighborhood Declaration as amended from time to time, and they do not cover every aspect of the conditions and use restrictions of the Neighborhood Declaration. Please be sure to read the Neighborhood Declaration carefully. For example, Article VIII contains important use restrictions.

In the event of a conflict between the provisions of the Neighborhood Declaration and these Neighborhood Rules and Regulations, the provisions of the Neighborhood Declaration will control. Any Owner who does not comply with these Neighborhood Rules and Regulations may be subject to an action to enforce these Rules and Regulation by the Neighborhood Association in accordance with the Violation Enforcement Policy.

Unless otherwise defined, the capitalized words and phrases in these Neighborhood Rules and Regulations shall have the same meanings given them in the Neighborhood Declaration.

**C. NEIGHBORHOOD PROPERTY RULES.**

1. Use of the Neighborhood Property shall be subject to the provisions of the Neighborhood Declaration and these Neighborhood Rules and Regulations, and to any limitations imposed by any other Neighborhood Governing Documents.
2. Each Owner shall be liable to the Neighborhood Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Neighborhood Association to repair any damage to the Neighborhood

Property which may be sustained by reason of the negligence or willful misconduct of said Owner, or the Owner's Family, lessees, tenants, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Special Assessment against such Owner in accordance with the provisions of the Neighborhood Declaration.

3. No Person shall install any outdoor Improvements on a Unit or the Neighborhood Property without the prior written approval of the Neighborhood Design Review Committee obtained in accordance with Article V and these Neighborhood Rules and Regulations. (See also Section X of the Neighborhood Declaration.)
4. No Person may install outdoors within the Exclusive Use Area porch, patio or deck, and within sight of the Neighborhood Property, Master Common Property or other Condominiums, any clotheslines, patio cover, wiring, air conditioning equipment, heating units, water softeners, other similar Improvements, or exterior additions or alterations to any Condominium Building. Outdoor patio or lounge furniture and plants may be kept in Exclusive Use Area porches, patios and decks in accordance with the Neighborhood Rules and Regulations.

**D. OCCUPANCY RULES.** (See also Sections 8.3 of the Neighborhood Declaration.)

An Owner shall be entitled to rent the Owner's entire Dwelling (but not a portion thereof) subject to the restrictions contained in this Declaration.

Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of this Declaration or the Governing Documents shall be a default under the terms of the lease agreement.

A copy of this Declaration and Community Guidelines shall be made available to each tenant or lessee by the Owner so renting or leasing. The Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration and Community Guidelines pursuant to the occupancy and use of the Dwelling.

A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

No Owner may lease a Dwelling situated thereon for an initial term of less than thirty (30) days, or for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration. All Owners who rent their Dwellings shall submit names and contact numbers for their tenants to the management company for the Properties.

**E. NUISANCES.**

1. **Nuisance Devices.** Nuisance devices may not be kept or operated in the Covered Property or on any public street abutting the Covered Property, or exposed to the view of other Lots or Community 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 Restricted Vehicles (see Parking Rules):
  - c. Devices that create or emit loud noises or noxious odors;
  - d. Construction or demolition waste containers (except as permitted in writing by the Board or Design Review Committee);
  - e. Devices that unreasonably interfere with television or radio reception to a Lot;
  - f. Plants or seed infected with noxious insects or plant diseases.
  - g. The presence of any other thing in the Covered Property which may (i) increase the rate of insurance in the Covered Property, (ii) result in cancellation of the insurance, (iii) obstruct or interfere with the rights of other Owners or the Community Association, (iv) violate any law or provisions of the Governing Documents or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
2. **Nuisance Activities.** Nuisance activities may not be undertaken in the Covered Property or on any public street abutting the Covered Property, or exposed to the view of other Separate Interests or Common Area without the Board's prior written approval. Nuisance activities include the following:
  - a. The creation of unreasonable levels of noise arising from parties, recorded music, radios, television or related devices or live music performance;
  - b. The creation of unreasonable levels of noise arising from a barking dog or other animal kept in the Covered Property (for example, chronic daily nuisance barking by a dog over extended periods of time);
  - c. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage or screened from view by other Separate Interests or Master Common Area;

- d. Outdoor fires - except in a barbecue grill, fire pit, or other apparatus designed for outdoor fires, if such type of use has been approved by the City and Fire Authority, and if such use does not otherwise create a fire hazard;
- e. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Committee.
- f. Any activity which may (i) increase the rate of insurance in the Covered Property, (ii) result in cancellation of the insurance, (iii) obstruct or interfere with the rights of other Owners or the Master Corporation, (iv) violate any law or provisions of the Governing Documents or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

**F. SIGN RULES.** (See also Section 8.9 of the Neighborhood Declaration.)

Subject to Civil Code Sections 712 and 713, no sign, poster, billboard, balloon advertising device or other display of any kind shall be displayed within the Property or on any public street within or abutting the Property except for the following signs, so long as they comply with applicable County ordinances:

- (a) signs (regardless of size or configuration) used by Declarant in connection with construction, alteration or development of the Property and Annexable Territory or sale, lease or other disposition of Condominiums in the Property or the Annexable Territory.
- (b) community identification signs or traffic or parking control signs maintained by the Association;
- (c) one (1) nameplate or similar Owner name or address identification sign for each Dwelling which complies with Design Guidelines;
- (d) one (1) sign for a Dwelling advising of the existence of security services protecting a Dwelling which complies with Design Guidelines;
- (e) one (1) sign which may be displayed on each Dwelling advertising the Dwelling for sale or lease; provided that such for sale or lease signs comply with the Community Guidelines;
- (f) other signs or displayed authorized by the Board and the Design Review Committee.

**G. PARKING RULES.** (See also Section 8.11 of the Neighborhood Declaration.)

Authorized Vehicles. The following vehicles are "**Authorized Vehicles**": standard passenger vehicles including, without limitation, automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Except as provided below,

no Authorized Vehicle may be parked in front of the garages. In addition, garages shall be used and maintained only for the parking of the number of Authorized Vehicles for which the garage was designed (e.g., one or two Authorized Vehicles, as the case may be). Garages in the Properties may not be wide enough to accommodate certain oversized Authorized Vehicles such as sport utility vehicles, suburbans and trucks.

Prohibited Vehicles. The following vehicles are "**Prohibited Vehicles**": (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.), (ii) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, etc.), (iii) buses or vans 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, other similar vehicles or 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 within, adjacent to or visible from the Property or any other Association Property parking area except for brief periods for loading, unloading, making deliveries or emergency repairs. Prohibited Vehicles may only be parked within an Owner's fully enclosed garage with the door closed so long as their presence on the Property does not otherwise violate the provisions of this Declaration.

General Restrictions.

a.) Vehicle Parking Spaces Only. All Parking Spaces are to be used for parking vehicles only, and cannot be used for storage, living, recreational or business purposes. No parking is allowed within Citrus and Palm which obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard. The Homeowners Association has the right to issue vehicle stickers/permits and require members and lessees to place them in a designated location on their vehicles for identification purposes. Failure to adhere to the sticker/permit policy can result in a fine or towing of the vehicle. The Board may also enforce a vehicle "safe-list" program.

b.) Restricted Vehicles Restricted Vehicles must not be parked in any portion of Citrus and Palm except (a) in garages or (b) for brief periods for loading, unloading, making deliveries or emergency repairs.

c.) Vehicle Maintenance. No maintenance or restoration of any vehicle may be conducted in Citrus and Palm except in an enclosed garage when the garage door is closed.

d.) Garage Doors. Garage doors shall remain closed except for reasonable periods while the garages are being used. Garages shall not be converted to any residential use, or any other use that would prevent the parking of the number of vehicles in the garage for which it was constructed.

e.) Curbside parking along the private streets may be restricted.

f.) No Parking Areas. No parking shall be permitted along any portion of a street designated as a fire lane or "No Parking" zone. ANY VEHICLE IN VIOLATION OF THIS RULE MAY BE TOWED AWAY AT THE VEHICLE OWNER'S EXPENSE WITHOUT NOTICE.

g.) Guests may only park in Designated Spaces. No person shall park any vehicle in any portion of the Association Property except in a single parking space designated for such use by the Association. Guest vehicles must be safe-listed or have a visible permit displayed inside their vehicle when parked in a guest parking space at any time. ANY VEHICLE IN VIOLATION OF THIS RULE MAY BE TOWED AWAY AT THE VEHICLE OWNER'S EXPENSE WITHOUT NOTICE.

h.) Tenants and Guests. Owner shall be responsible for parking violations of tenants and guests of the Owner's Residence.

i.) Three Day Rule. No vehicles may be parked in Guest Designated spaces for more than three (3) days during any thirty (30) day period, except for vehicles approved in advance by the Board of Directors or its designee.

j.) Garage Parking. Garages shall be used for parking of the total amount of vehicles that they are designed to accommodate. Personal storage may be used only if it does not interfere with the parking of any vehicles. No garage may be used for any dwelling, commercial, recreational, or other purpose.

k.) Debris and Fluids. No person may allow any debris or fluid, except clean water, from any parked or moving vehicle, to be deposited on any Association Property pavement.

l.) Visitor Parking. Visitor parking will be utilized by guests of residents of Citrus and Palm. Visitor parking is limited and there may not be adequate parking to serve all guests of Citrus and Palm residents. Overnight guest parking will be permitted only to accommodate overnight guests or visitors and as authorized by the Homeowners Association. The Homeowners Association and/or the Board reserve the right to charge a fee for visitor parking. Residents shall not use any of the visitor parking spaces for their own automobiles. Guest vehicles parking in guest parking spaces must either display a parking permit/sticker or be safe-listed. Residents parked in a visitor parking space may be subject to immediate tow. Residents may park their vehicles on outside parking spaces only if special permission is approved by the Association.

m.) Notice and Enforcement. Each Owner is responsible for informing the Owner's family, tenants, and guests of parking regulations. Any vehicle found in violation of a parking rule shall be marked with a written notice of violation if it is the first instance of such violation by that vehicle. Upon each subsequent violation of the same parking rule by that vehicle and at the discretion of the Board of Directors or its designee, the vehicle may be towed away at the vehicle owner's expense.

**H. PET RULES.** (See also Section 8.8 of the Neighborhood Declaration.) No livestock or poultry shall be kept, maintained or bred in any Dwelling or elsewhere within the Properties. Not more than a total of two (2) dogs (other than dogs which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Properties, which shall not be allowed under any circumstances in the Properties) and/or cats shall be permitted to be maintained in the Properties, provided such animals are not kept, bred or raised for commercial purposes. Domestic reptiles, birds and fish shall

be permitted so long as such animals are kept in the interior of a Dwelling and are (a) kept as household pets, (b) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Dwelling, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other Owners and their invitees in the Properties. Owners are responsible for the disposal of animal waste that occurs in the common areas.

- I. **TRASH.** To ensure the attractive appearance of Citrus and Palm, all trash or waste must be deposited only in the receptacles maintained by the Owner/Resident. Oversized items that will not fit in these collection bins, and hazardous waste, electronics and other materials that may not be disposed of with regular trash or recyclables may not be abandoned anywhere in the Association Property; the Owner is solely responsible for arranging the proper disposal thereof. No trash, trash containers or recyclable materials may be stored in view of other Condominiums or Association Property. The trash receptacles are to be stored in the private garages of the Owner/Resident and placed outside on the designated trash pick-up date and removed by 7 p.m. on the day of trash pick-up.
  
- J. **GARAGE OR YARD SALES.** Garage and/or yard sales may not be held within the community without the written consent of the Association.
  
- K. **DESIGN GUIDELINES AND PROCEDURES.** (See also Section 2.15 and Article V of the Neighborhood Declaration.)

These additional design guidelines and procedures pertain to the Neighborhood Condominium Units and the Neighborhood Design Review Committee.

- 1. **Exterior Modifications.** No exterior modifications, including but not limited to window replacement, door replacement, satellite dish installation, patio covers shall commence without prior written consent from the Neighborhood Association.
  
- 2. **Fencing/Wall Modifications.** No fence or wall may be erected or altered.
  
- 3. **Potted Plants and Landscape.** Pots placed on patio and balcony areas may not take up more than 25% of ground space. To prevent structural damage to the buildings, residents are not permitted to plant landscape that may grow on or adhere to the unit exterior walls, fences or pillars. Pots must have drainage dishes.
  
- 4. **Structural Modification.** No person may modify any Condominium Building or any other Neighborhood Property (including walls, foundation, roof or fire sprinklers) if the modification will impair the structural integrity or fire safety of the Unit or neighboring Units. No Owner may pierce or remove or otherwise modify any fire wall assembly or other interior common wall separating adjoining Units.
  
- 5. **Noise Mitigation/Hard Surface Flooring.** No owner may take any actions that may interfere with structural noise mitigation Improvements installed in the Condominium by Declarants. Owners are further prohibited from (a) puncturing, piercing or otherwise altering any walls shared with another Condominium, if any,

(b) installing any sound system, loudspeakers, entertainment system or other music, sound, or noise generating or amplifying device in any walls or ceiling of an attached Condominium and (c) installing any tile or other hard surface flooring on the upper levels of an attached Condominium without the prior written approval of the Design Review Committee. Declarants may have installed noise mitigating floor materials in upper floors or wall Improvements in walls shared with an adjoining Condominium. No Owner shall remove any Declarant-installed noise mitigation Improvements without replacing it with materials offering the same, substantially similar or better noise mitigation as the materials that were originally installed by Declarants.

Before installation of hard surface flooring or replacement of any existing noise mitigating materials that may have been installed in walls, floors or ceilings, the Owner shall present the Design Review Committee with written documentation from a licensed engineer, architect or other consultant with qualifications reasonably acceptable to the Committee that the noise mitigating properties of the proposed flooring or wall material are the same as, substantially similar to, or better than the materials originally installed by Declarants.

6. **Antennae and Satellite Dishes.** (See also Section 8.7 of the Neighborhood Declaration.) No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, or other external fixtures other than those originally installed by Declarant or as approved by the Design Review Committee shall be constructed, erected or maintained on or within the Project. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Declarant or approved by the Design Review Committee and their replacements shall be constructed, erected or maintained on or within the Common Area and the Association Property including any structures on it. Further, no such wiring, machinery or equipment shall be installed in such a manner which penetrates the exterior of any structure so as to compromise the integrity, water resistance or functionality of such exterior surface.
7. **Exterior Lighting.** Any exterior electrical, gas or other artificial lighting shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Dwelling(s). Further rules regarding exterior lighting may be promulgated by the Board or Design Review Committee.
8. **Drainage.** There shall be no interference with the established drainage pattern over the Properties, or drainage systems within the Properties, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Design Review Committee. For the purpose hereof, "**established**" drainage in any Phase is defined as the drainage and related drainage systems which exist at the time of the first close of escrow for the sale of a Condominium in such Phase, or that which is shown on any plans approved by the City or Design Review Committee. Each Owner shall have the duty and obligation to maintain the drainage and related drainage systems situated within any Condominium Unit free

of debris and any other material which may impede the flow of water. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party shall use reasonable care so as to not cause any damage to the such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris pursuant to Section 5.2.9 of this Declaration. Notwithstanding the foregoing, the Board and its agents shall, after giving reasonable notice, have the right to enter any Condominium Unit to conduct a cleaning of and to inspect the established system of drainage located thereon, provided that the Association repairs any damage which might result from such inspection.

9. **Approval of Solar Energy Systems.** Any Owner proposing to install or use a solar energy system, as defined in California Civil Code Section 801.5, shall be subject to the same review and approval process as any owner proposing to construct any Improvements or other actions requiring the approval of the Design Review Committee pursuant to this Declaration. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly affect sufficiency or specified performance, or which allow for an alternative system of comparable costs, efficiency, and energy conservation benefits.

10. **Plan Submittal Procedure; Time Frames; Fees.**

- a. An Owner requesting a modification shall submit to the Design Review Committee the provided Architectural Request Form in triplicate along with details of the plans that may include photos, drawings, plot plans, list of materials, colors, etc., and any applicable fees.
- b. If within six (6) months of issuance of the approval, an Owner either does not commence work pursuant to approved plans or obtain an extension of time to commence work, the approval shall be automatically revoked and a new approval must be obtained before work can be commenced.
- c. If the Design Review Committee disapproves any Plans and Specifications submitted by an Owner pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Design Review Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30)

- d. When construction is completed, a “Notice of Completion” and photographs of the completed Improvements must be delivered to the Design Review Committee for its use in determining if the Improvements were constructed according to the approved plans and specifications; and for determining how much of the security deposit should be refunded. A representative of the Committee may also inspect the Improvements. An appointment will be made at a mutually convenient time for any such inspection of the completed Improvements.
- e. The Design Review Committee reviews the required forms, plans and specifications for completeness and consistency with the Guidelines. Incomplete submittals will not be reviewed and will be returned to the Owner. Submittals without the architectural review fees or deposits will be returned to the Owner. The applicant must contact Management to obtain the fee amount for their architectural submittal.

**L. VIOLATION ENFORCEMENT POLICY.**

**1. Procedure.**

- a. All violations of the Neighborhood Declaration and these Neighborhood Rules and Regulations that are reported by individual residents must meet the following criteria:
  - (i) Violation report must be in writing.
  - (ii) Party making complaint (no anonymous complaints) must sign violation report.
  - (iii) Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and/or license plate numbers are also not sufficient for identification of individual in violation.
- b. Notice shall be sent to the Owner advising of the nature of the violation and a time limit to rectify the violation.
- c. Failure to comply with the request to rectify the violation, or respond to the Board of Directors shall result in a Notice of Hearing. Such notice, requesting appearance on a specified date to be heard by the Board of Directors, shall be no less than fifteen (15) days after the date of the notice of hearing is mailed or delivered to the Respondent.
- d. If the violation is sanctioned at the hearing, then the Board of Directors may take the following actions:

- (i) Levy a special assessment or penalty according to the following fine policy:
    - (a) Any installation or construction without prior DRC approval: \$1,000.00
    - (b) First thirty (30) day period: \$100.00
    - (c) For the second thirty (30) day period and subsequent thirty (30) day periods thereafter, the fine will be doubled. {For example; second thirty (30) day period \$200.00, third thirty (30) day period \$400.00, fourth thirty (30) day period \$800.00, etc.}
  - (ii) Suspend the Owner's voting rights and privileges to utilize the Neighborhood Association's amenities.
  - (iii) Record a notice of noncompliance (if allowed by law) against a Unit owned by any Owner who has violated any provision of the Master Declaration;
  - (iv) Submit the matter to legal counsel for further action. This will take place in accordance with California Civil Code 5930 and the rules of the American Arbitration Association.
2. **Rules and Violation Report.** Before the Neighborhood Association will pursue violations that cannot be viewed during an inspection of the Project (for example, barking dog, noise nuisance, garage storage, etc.), two Owners representing two Units must first register their complaint with the applicable public agency and then submit their complaint to the Neighborhood Association, using the most current form of a Rules and Violation Report available from the Manager. The form of the Rules and Violation Report in effect on the date these Neighborhood Rules and Regulations are adopted by the Board is shown on an Attachment to these Neighborhood Rules and Regulations.
3. **Hearing.** The hearing shall be held before the Board of Directors in Executive Session. Additionally, the following protocol shall be observed:
- a. The Respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing. If the Respondent does not attend the hearing, the Respondent waives these rights.
  - b. At such hearing the Member so charged shall have the right to present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be received by the Neighborhood Association in writing at least 7 calendar days prior to the hearing date).

- c. Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for consideration of the Board of Directors.
- d. The results of the hearing, including any action to be taken, shall be delivered to the Member within fifteen (15) calendar days following the date of the hearing

**M. NEIGHBOR TO NEIGHBOR DISPUTE POLICY.**

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Neighborhood Association. Nothing herein is to be construed as an attempt to relieve the Neighborhood Association or the Board of Directors from any of its duties under the Neighborhood Declaration or any other Neighborhood Governing Documents of the Neighborhood Association. This Policy only establishes a prerequisite to Neighborhood Association involvement in certain, limited, “Neighbor to Neighbor Disputes”.’

**1. Definitions.**

- a. “Neighbor to Neighbor Dispute” shall mean a dispute or complaint(s) lodged by one Lot Owner against another Lot Owner which, in the Board’s sole discretion, does not impact the Neighborhood Property.
- b. “ADR”, shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
- c. “Written Certification” shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

**2. Policy Terms.**

- a. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the Neighborhood Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
- b. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
- c. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party

serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 5935.

- d. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Neighborhood Declaration or Neighborhood Governing Documents exists which requires Neighborhood Association action, whether Neighborhood Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Neighborhood Association Notice and Hearing procedures.

**ATTACHMENT 1**  
**RULES AND VIOLATION REPORT**

## RULES AND VIOLATION REPORT

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Neighborhood 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: \_\_\_\_\_  
(Alleged Violator's Name)

Address: \_\_\_\_\_

Description of alleged violation (please use reverse side of form if more space required):

---

---

---

---

Dates and times alleged violation occurs? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_