



RULES & REGULATIONS

PREPARED FOR

**QUAIL HILL
COMMUNITY ASSOCIATION**



QUAIL HILL COMMUNITY ASSOCIATION
RULES AND REGULATIONS
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QUAIL HILL COMMUNITY ASSOCIATION

MEMBERSHIP INFORMATION

Quail Hill Community Association, a California non-profit corporation, (the “Master Association”) consists of those Owners of Lots or Condominiums within the ultimate boundaries of Quail Hill.

The Master Association offers many advantages to its Members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on the Members of the Master Association.

One of the purposes of the Quail Hill Community Association is to ensure that the Master Association property will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Master Association provides a membership base to share the future costs of maintaining the Community.

These Rules and Regulations have been developed with consideration given to providing each Member with greatest enjoyment of the Master Association property without infringing on other Members and their rights to quiet enjoyment of their homes and Community.

Although these Rules and Regulations supplement the provision so the Master Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Quail Hill, as amended from time to time (the “Master Declaration”), they do not cover the entirety of the Master Declaration. Please be sure to read the CC&R’s carefully. In the event of a conflict between the provisions of the Master Declaration and these Rules and Regulations, the provisions of the Master Declaration will control. Any owner who does not comply with these Rules and Regulations will be subject to enforcement by the Master Association.

Various capitalized words and phrases used herein are defined in the Master Declaration, and unless the context herein shall indicate the contrary, such words and phrases shall have the same meaning herein as they do in the Master Declaration.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO
BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN AN ASSOCIATION.**

QUAIL HILL COMMUNITY ASSOCIATION

DELINQUENCY POLICY

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. It is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such an assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members received notice of the special assessment.
3. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2).
4. In accordance with California Civil Code 1366, section (e)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due.
5. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail the delinquent member a Notice of Intent to Lien to said member's real property, at a cost of \$45.00, which shall be charged to the delinquent member's account.
6. Within fifteen (15) days from the date of the postmark of the Notice of Intent to Lien, a delinquent homeowner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests.
7. When any assessment remains unpaid thirty (30) days following the date of mailing of the Association's Notice of Intent to Lien, a Notice of Delinquent Assessment, creating a valid and foreclosable lien on the delinquent member's real property, shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work, and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's

account. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.

8. If an owner disputes the amount of any late charge(s) or other charge(s), the owner may pay to the Association, all amounts required by California Civil Code Section 1366.3, and send the Association, by certified mail, a written notice that the amount is paid under protest. This notice must be given within thirty (30) days of the recordation of the Notice of Delinquent Assessment. The owner has the right to demand that the matter be resolved through Alternative Dispute Resolution (ADR) in accordance with California Civil Code section 1354. An owner may not demand ADR more than two times in a single year or three times in any five calendar years. Both parties must agree to ADR and each party shall bear the expense.
9. When any member's account remains delinquent for the period of time specified in the Association's Covenants, Conditions and Restrictions, following the recordation and mailing of the Association's Notice of Delinquent Assessment, and in no event more than thirty (30) days thereafter if such Covenants, Conditions and Restrictions are silent as to such a time limit, the Association's Trustee or Attorney shall commence foreclosure proceedings of the delinquent member's real property. Such proceedings shall seek a sale of the delinquent member's real property, the proceeds of which shall be used to recover the Association's delinquent assessments, late charges, interest (if any), Notice of Intent to Lien, Lien Processing fees, the Trustee's or Attorney's fees and costs of sale. If the Association's lien rights are extinguished by foreclosure proceedings of a senior lienholder, or in some other manner, or should the Board of Directors elect to pursue alternative means of collection, the Board of Directors, at its sole option, may pursue such other cumulative remedies including, without limitation, obtaining a judgment against the former delinquent member, individually and personally, for any and all unpaid sums. The Association is authorized under California law to charge the owner the reasonable costs of collection.
10. **“IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION”**
11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 8333. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
12. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16845 Von Karman, Ste 200, Irvine, CA 92606 unless the account has

been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

13. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Quail Hill Community Association. This policy is subject to change upon thirty (30) day written notice.

BE IT FURTHER RESOLVED, that within sixty (60) days of the adoption of an amendment or modification to the collection policy, a copy of the Association's policies and practices, as adopted, or as subsequently modified or amended, shall be delivered to all the members of this Association in the manner and pursuant to the requirements of California Civil Code, Section 1350, et seq.

QUAIL HILL COMMUNITY ASSOCIATION
COMMON AREA RULES AND REGULATIONS

1. Use of the Master Association Property shall be subject to the provisions of the Master Declaration and the Rules and Regulations, and to any limitations imposed by any other Master Association Documents.
2. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or Condominium or on the Master Association Property or Maintenance Areas which will increase the rate of insurance on the Master Association Property or Maintenance Areas; or which will cause any fine or penalty to be imposed against the Master Association by any Public Agency.
3. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or Condominium or on the Master Association Property or Maintenance Areas that will result in the cancellation of insurance on the Master Association Property or Maintenance Areas or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Master Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums or for such fine or penalty.
4. Each Owner shall be liable to the Master Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Master Association to repair any damage to the Master Association Property and/or Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his/her family, his/her lessee, tenants, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Damage Reimbursement Assessment against such Owner in accordance with the provisions of the Master Declaration.
5. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the community, except in sanitary containers located in appropriate areas and concealed from view.
6. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. Such containers shall be exposed to view of neighboring Lots or Condominiums only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
7. Outdoor fires are expressly prohibited, except in appropriate barbecues or in fire rings approved by the Orange County Fire Authority ("OCFA") and the Design Review Committee.
8. The community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean

Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the community.

9. No hazardous waste, substance or material (as defined in any federal, state or local law, ordinance or regulation) shall be stored or permitted upon any portion of the community except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.

QUAIL HILL COMMUNITY ASSOCIATION
OCCUPANCY RULES AND REGULATIONS

1. An Owner shall have the responsibility to acquaint his/her lessees, tenants and guests with the Rules and Regulations of the Master Association.
2. For the purpose of these Rules and Regulations, a lessee or tenant shall be defined as anyone in possession of an Owner's dwelling in exchange for any sort of consideration, or at the sufferance of the Owners.
3. No Owner may rent or lease less than his/her entire Dwelling nor rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
4. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Master Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Master Association Documents shall constitute a default under such agreement.
5. All Owners and their lessees and tenants shall comply with all of the Protective Covenants and other terms and provisions set forth in the Master Association Documents. No Owner shall transfer any membership interest in the Master Association, except upon the transfer of the Lot or Condominium to which is appurtenant.
6. No Dwelling shall be used in any way, directly or indirectly, for any business commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
7. Any Owner of a Lot or Condominium in the community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable governmental ordinances; (iii) the patrons or clientele of such activities do not visit the Lot or Condominium or park automobiles or other vehicles within the community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot or Condominium; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Merchant Builder and/or the Master Association; and (vi) such activities are consistent with the residential character of the community and conform with the provisions of the Master Declaration.

QUAIL HILL COMMUNITY ASSOCIATION

PARKING RULES

1. All streets within the community are private streets. Curbside parking along the streets is restricted in certain areas.
2. Parking is never permitted along any portion of a street designated as a fire lane.
3. No Owner shall park, store or keep on any portion of the Master Association Property: (1) any large commercial type vehicle; (2) any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boats, aircraft, mobile homes or other similar vehicles); or (3) any oversized vehicle (e.g. a limousine). Unless approved by the DRC, no Owner shall park, store or keep on his Lot or Condominium (1), (2), or (3).
4. An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage, on the side of the street if permissible, or in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curblines, or impede access over any street.
5. Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
6. If an Owner has fewer vehicles than garage parking spaces, such unused space(s) may be used for the storage of goods or other use so long as the garage door remains closed at all times so that the stored goods or other use are not visible to other residents within the community.
7. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon the Master Association Property on his/her Lot or Condominium, on any public street or elsewhere in the community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
8. All garage doors shall remain closed at all times, except as reasonable required for entry to and exit from the garage.
9. Except for the private streets and any other areas expressly authorized and regulated by the Master Association for vehicular use, no vehicles of any kind shall be operated, maintained, repaired or otherwise used on, over or across the other portions of the Master Association Property.

QUAIL HILL COMMUNITY ASSOCIATION

PET RULES

1. An Owner may keep within his/her respective Lot or Condominium: (i) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an “exotic animal.” Any Owner desiring to keep an “exotic animal” within his/her Lot or Condominium shall make prior application to the Board for permission to keep an exotic animal. An “exotic animal” shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot or Condominium, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
2. The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse the Master Association for costs incurred by the Master Association as the result of the animal escaping, etc.
3. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
4. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by his/her animal(s) anywhere within the community.
5. All animals must be kept either within an appropriate enclosure, or the yard or patio, or on a leash held by a person capable of controlling the animal.
6. The Board shall have the right to prohibit maintenance of any animal within the community (including any common domesticated household animal or any previously approved exotic animal), which, in the opinion of the Board, constitutes a nuisance to any other person.
7. Every person keeping an animal within or bringing an animal into the community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.

QUAIL HILL COMMUNITY ASSOCIATION

RECREATION FACILITIES RULES

Pool and Fitness Room Keys

Homeowners are issued two (2) pool keys and one (1) fitness room key upon close of escrow on their home and will be distributed by the sales office. Replacement of lost keys must be obtained through Keystone Pacific Property Management. The replacement cost is \$150.00 per key. Payment should be made to Quail Hill Community Association.

Swimming Pools/Spas

1. Hours of operation are:

Sunday through Thursday	6:00 AM – 10:00 PM
Friday and Saturday	6:00 AM – 11:00 PM
2. There will be no lifeguard on duty. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
3. An adult must accompany children under the age of 14. No infants are allowed in the pool without diapers. Children under the age of 14 are not allowed in the spa.
4. Guests may make use of the swimming pools only when accompanied by a resident.
5. Individual homeowners may not reserve pool facilities for exclusive use.
6. All swimmers must shower before entering the pool. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
7. All swimmers must wear a bathing suit. No ragged-edged garments are allowed. Nudity is prohibited.
8. For health reasons, children must be toilet trained to use the swimming pool.
9. Any individual with a contagious malady or open sores may not use the swimming/wading pool.
10. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
11. No running or horseplay on pool deck.
12. No horseplay in the pool. Hanging on lane lines is strictly prohibited.
13. No ball/Frisbee or object throwing.
14. No gum in pool/spa area.
15. No eating food or drinking in the pool or spa. All waste materials from food or beverages are to be taken with you or disposed of in the trash containers provided in the pool areas.
16. No skateboards, bicycles, tricycles, skates, razors, rollerblades or other wheeled equipment are allowed inside the fenced area.
17. No bottles or other glass containers/objects inside the fenced area.
18. No pets inside the fenced area.
19. No unduly loud or disturbing noise inside the fenced area.
20. No amplified music permitted within inside the fenced area.
21. No diving from benches, tables, or other facility structures inside the fenced area.

22. No rafts, inflatable toys, boogie boards or diving ring.
23. No smoking inside the fenced area.
24. Persons intoxicated or under the influence of drugs are not permitted in the pool areas.
25. No pool furniture in the pool.
26. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage and may be subject to additional fines or penalties deemed necessary by the Quail Hill Community Association. Members are also responsible for damage by their guests.
27. All gates must remain closed and locked at all times. DO NOT obstruct gates with chairs or other items to keep gates open.
28. Tampering with pool equipment, pool gate locks or machinery at the pool areas is prohibited. Members caught tampering will be subject to fines.
29. Jumping the fence to any gated facility is prohibited
30. The pools are not available for Private Parties.

Wading Pool Rules

1. The wading pool is for children 5 years of age and younger.
2. All children in the wading pool area MUST BE UNDER THE DIRECT SUPERVISION OF AN ADULT AT ALL TIMES.
3. All general rules concerning food, gum, glass containers, diving, jumping, ball playing, loud noise, radio/playback devices, running/horseplay, wheeled conveyances, floating devices, and pets also apply to the wading area.
4. Children who are not toilet trained are not allowed.
5. This area is not available for private parties.

Fitness Center

1. Hours of operation are:

Sunday through Thursday	6:00 AM – 10:00 PM
Friday and Saturday	6:00 AM – 11:00 PM
2. An adult must accompany children from the age of 14 to 17 years of age.
3. Due to safety reasons, children under the age of 14 are not permitted to use the facility.
4. Residents are to bring their own towels and wipe down equipment after use.
5. The Quail Hill Community Association is not liable for any injury caused from use of fitness equipment. Residents are encouraged to consult with their personal physician prior to beginning any exercise program.
6. No amplified music permitted.

Tot Lot

1. Adult supervision is required for all children. Please inform daycare providers of the rules and regulations and that they must watch the children in their care at all times.
2. Please play with care and consideration of others.
3. The play area is designed for children ages 2 through 12. Adults are discouraged from playing on any of the structures.
4. Bicycles, skates, razors, scooters, skateboards and the like are not allowed at anytime.
5. Pets are not allowed in the playground area.
6. No jumping from swings or play structures.
7. Excessive trash from gatherings or parties must be taken away and not put in the trash receptacles. These receptacles accommodate regular amounts of trash accumulation.
8. Any community member caught damaging or defacing play equipment or special surfaces will be responsible for the cost of necessary fines and may be subject to additional fines or penalties as deemed necessary by the Quail Hill Community Association.

QUAIL HILL COMMUNITY ASSOCIATION

SIGN RULES

1. No sign or billboard of any kind shall be displayed to the public view on any portion of the community except for signs used by Declarant (or by a Merchant Builder with Declarant's consent) in connection with the development of the community and sale or lease of Lots and/or Condominiums.
2. In accordance with Section 712 of the California Civil Code, an Owner may display on his/her Lot or Condominium or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's address and telephone number.
3. All signs shall comply with any applicable governmental ordinances.
4. All Owners shall comply with the Master Association's "For Sale" Sign Regulation and "Open House" Sign Regulation.

QUAIL HILL COMMUNITY ASSOCIATION

“FOR SALE” SIGN REGULATION

Article VIII of the CC&R’s and the City of Irvine regulate all signs in Quail Hill Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for “For Sale” signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the Common Area. These regulations shall also apply to “For Lease” signs.

1. The total sign area shall be contained within a 14 ½” x 14 ½” square area and must be professionally prepared on weather-resistant material. A brochure box may be attached to the bottom of the sign.
2. Only one sign is permitted per dwelling unit. Only one additional “rider” sign showing the word “Sold” is permitted.
3. The top of the sign shall not exceed 2’9” above ground level.
4. No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2” x 3” in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
5. Homeowners featuring “Open House” activities are not permitted to display flags, banners, balloons, or “makeshift” signs and must comply with the approved “Open House” Sign Regulations.
6. No signs are permitted on Quail Hill Community Association Property except for one “Open House” directional sign per unity at intersections; however, in no case can there be more than one “Open House” directional sign per corner. “Open House” directional signs must fit within a 14 ½” x 14 ½” square area and have no rider flags.
7. Signs other than Quail Hill approved signs will be removed from Master Association Property and stored at a central location for pick-up by the real estate agent or owner within a reasonable amount of time.
8. The Master Developer and all Merchant Builders are exempt from these restrictions during the sales phases, regardless of the duration of that period.

QUAIL HILL COMMUNITY ASSOCIATION

“OPEN HOUSE” SIGN REGULATIONS

1. Owners (or their agents) wishing to advertise “Open House” for purposes of selling or leasing their property must use a standard sign with restrictions on location and quantity.
2. Signs are to conform to the following:
 - a. The total sign area shall be contained in a 14 ½” x 14 ½” square area.
 - b. The top of the sign shall not exceed 2’9” above ground level.
3. The Owner of the sign shall identify the sign as his/hers in an area no larger than 2” x 3”.
4. Only one sign (in total) per corner. At a four-way intersection there are four corners where only four signs may be placed.
5. Signs may not remain on the Master Association Property overnight.
6. No riders or flags are permitted.
7. Signs not complying with policy will be removed by Quail Hill Community Association and stored at a central location for pick-up by the real estate agent or Owner with a reasonable amount of time.
8. The Owner of the property is solely responsible for compliance with this Regulation and all Quail Hill Community Association Rules and Regulations.

QUAIL HILL COMMUNITY ASSOCIATION

CONTRACTOR GUIDELINES

Each Owner must ensure that any contractor he hires to perform work on his Lot or Condominium adheres to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise. Quail Hill is a family community – watch for children playing.
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 any street overnight.
4. Contractors must comply with the City's Guidelines to perform work:

7:00 AM – 7:00 PM (or dusk) Monday through Friday
9:00 AM – 6:00 PM (or dusk) Saturdays

5. No construction on Sundays or Federal Holidays.

* New Year's Day	* Labor Day
* Memorial Day	* Thanksgiving Day
* Independence Day	* Christmas Day

6. Contractor must comply with the Master Declaration, Design Guidelines, the Environmental Documents and all applicable laws, ordinances, codes, regulations and other requirements applicable to the work being performed.

QUAIL HILL COMMUNITY ASSOCIATION
NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the QUAIL HILL COMMUNITY ASSOCIATION on November 27, 2002. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the QUAIL HILL COMMUNITY ASSOCIATION or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "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 Common Area.
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "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.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the 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.
2. 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.
3. 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 1354.
4. 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 Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES.

QUAIL HILL COMMUNITY ASSOCIATION

VIOLATION POLICY

1. All violations which are reported by individual homeowners must meet the following criteria:
 - a. Violation report must be in writing.
 - b. Party making complaint (no anonymous complaints) must sign violation report.
 - c. 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.
2. Notice shall be sent to the homeowner advising the nature of the violation and a time limit to rectify the violation.
3. 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 at least fifteen (15) days prior to the hearing.
4. If the violation is sanctioned at the hearing, then the Board of Directors may take one of the following actions:
 - a. Levy a special assessment or penalty in the amount of \$75.00 for the first thirty (30) day period of any continuing infraction; \$125.00 for the second thirty (30) day period; \$175.00 for the third thirty (30) day period and a maximum of \$225.00 for the fourth thirty (30) day period.
 - b. Suspend said homeowner's voting privileges;
 - c. Suspend or condition the homeowner's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board;
 - d. Submit the matter to legal counsel for further action. This will take place in accordance with California Civil Code 1354 and the rules of the American Arbitration Association.
5. Hearing: The hearing shall be held before the Board of Directors in Executive Session. Additionally, the following protocol shall be observed:

- a. 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 presented to the Board of Directors at least 7 days prior to the hearing date.)
- b. 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 Board consideration.

Results: The results of the hearing, including any action to be taken, shall be delivered to the Member within ten (10) days following the date of the hearing.

QUAIL HILL COMMUNITY ASSOCIATION
RULES AND VIOLATION REPORT

There must be **two** Owners representing two separate Lots or Condominiums of the Master 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 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 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? _____

PROCEDURE FOR HOMEOWNER HEARING

Procedure:

1. Introductions and hearing session procedures.
2. Statement of alleged violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review requirements, of the Master Association Documents.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board's decision within (10) business days, but not less than five (5) days after the hearing.
8. Board ruling without Homeowner present.
9. Secretary instructed to render decision in ordinance of By-Laws.
10. Adjournment.

DOCUMENTATION

Name of Invitee: _____ Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____