

CHABOT PARK HIGHLANDS HOMEOWNERS ASSOCIATION
Governing Document Enforcement Policy and Schedule of Fines
(Civil Code §1363)
Adopted by the Board of Directors on January 8, 2009

As you know, ensuring that all owners and residents abide by the Governing Documents of our Association is an important part of the Board of Director's responsibility to all Owners. In the vast majority of situations, the desire to be a good neighbor is typically all that is needed to ensure compliance. However, in the rare instances when formal action is required, the Association does have a variety of enforcement tools available to it. One of the most effective tools is the ability to impose fines to obtain Governing Document compliance. The goal of a fine is to encourage compliance, not to increase revenues. The Board therefore establishes the following fine schedule:

* 	First Violation	\$100.00
* 	Second Violation	\$200.00
* 	Violations with Damage	appropriate fine, plus all costs

The Association retains the right to combine any fine with any other disciplinary action or other sanctions or conditions depending on the seriousness of the infraction. For violations that are continuing in nature, such as failure to remove an unapproved architectural alteration, or other violations, fines may be levied for each day that the violation continues, up to a maximum amount per month of \$500.

The Association will notify a member in writing, by either personal delivery or first-class mail, at least 10 days prior to any meeting at which the Board is considering or imposing discipline (including the levying of fines) upon a member. The notice will provide:

- the date, time and place of the meeting;
- the nature of the alleged violation for which a member may be disciplined; and
- a statement that the member has a right to attend and may address the Board at the meeting.

The member may also request, at the meeting, that the issue be considered in Executive Session.

The Association relies on voluntary compliance with the Governing Documents. If a violation comes to the Board's attention, either by observation of a Director or from a complaining neighbor, the Association may use the hearing process to address it. Owners should familiarize themselves with Article V of the CC&Rs.

If the Association opts to initiate action on a possible violation, the Association will notify a member in writing, by either personal delivery or first-class mail to the member within 15 days following the action. If a fine is levied, it will be due and payable ten days after it is levied and will be added to the owner's account. If a fine remains unpaid for a period of 30 days, it may be the subject of a lien and/or judicial foreclosure, but cannot be the basis for a non-judicial foreclosure.

Chabot Park Highlands Covenants, Conditions, and Restrictions

CC&R VIOLATIONS SUBJECT TO FINES: The following violations are subject to a fine.

The Board considers the following violations as high priorities:

5. USE OF PROPERTIES AND RESTRICTIONS

The following general prohibitions and requirements shall prevail as to construction or activities conducted on any Lot within the Subdivision.

5.2 Vehicles and Equipment. No commercial vehicles, tractors, trailers, motorcycles, horse trailers, pickup campers, boats, construction equipment, unused or unregistered vehicle, flat bed trailer, stripped down, partially wrecked, or junk motor vehicle, or sizable part thereof, **shall be permitted to be parked or stored on any roadway.**

5.4 Fences, Hedges and Walls. Fences, hedges or walls erected or placed on any Lot shall be done in a tasteful manner, not obtrusive to the neighbors or neighborhood. **No barbed wire fences shall be erected, placed or maintained on any lot. The Building Committee must approve any new fences prior to construction.**

5.9.1 No noxious or offensive activity shall be carried on, nor shall anything be done on any Lot or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners, Tenants or Guests in the enjoyment of their property. The Board may promulgate Rules and Regulations in this regard.

5.9.2 The Board may, in its sole discretion, prohibit maintenance on any Lot of any animal that constitutes a nuisance (whether due to its size, viciousness, unreasonable noise or otherwise) to any other Owner.

5.10.1 Removal of Trees. No tree trunk which is ten (10) inches or more in diameter, or tree which is more than fifteen (15) feet above the ground shall be cut down, removed or destroyed without first receiving the written consent of the Building Committee. This does not apply to Eucalyptus Trees or dead or diseased trees.

5.10.2 Diseased or Dead Trees. The property owner of a Lot upon which a diseased or dead tree exists shall have it removed in a reasonable amount of time.

5.10.3 Visibility. Trees, Bushes or other Vegetation which poses a visual blockage at intersections for traffic shall be pruned back or removed to eliminate such a visual blockage or hazard. interfere with radio, television or portable telephone reception shall operate from any Lot. No television or radio poles, antennae, satellite dish or other external fixtures shall be constructed upon any Lot in such a manner as to be objectionable as viewed from any other Lot, road or trail. Such items shall be concealed from normal view from roads, trails and neighbors property.

5.1 Use of Lots. No building or structure to be used or designed to be used for any purpose except that of a detached Single Family house shall be erected, placed or maintained upon any Lot or any part thereof,

5.3 Temporary Structures, Trailers and Motor Homes. No structure of a temporary character, trailer, mobile home, camper, tent, shack, garage, barn or other outbuilding shall be erected, placed or used on any Lot at any time as a residence, either temporarily or permanently.

5.5 Business Activities. No business of any kind shall be established, maintained,

operated, permitted or conducted in any portion of a Lot that has an objectionable effect on the Subdivision.

5.6.1 No Commercial Breeding. Pets or animals shall not be kept, bred, or maintained for any commercial purposes.

5.6.2 "Wild Animals." Capture, confinement, injury or killing of resident "wild" game, animals, birds, or reptiles, by any Owner, Tenant or Guest is prohibited.

5.6.3 Liability for Pets and Animals. Any Owner, Tenant or Guest keeping a pet or other animal shall indemnify, hold harmless and defend the Association, the Board, each Director, and the agents, employees and volunteers of the Association from and against any and all loss, cost, liability or expense arising from having pets or other animals within the Subdivision. Owners shall be fully responsible for any damage caused by their pets or animals kept by Owners' Tenants and/or Guests.

5.7 No signs, whatsoever, including, but without limitation, commercial and similar signs, visible from any roads or neighboring Lots shall be erected or maintained upon any Lot, except as expressly permitted by the Rules and Regulations promulgated by the Board of Directors.

5.8 Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Lots or public areas. No portion of any Lot shall be used for the storage of building debris, building materials or other materials other than in connection with approved construction. The Board may promulgate Rules and Regulations in this regard.

5.9.3 Noise producing construction activities shall not start before 7:00 a.m. on weekdays and 9:00 a.m. on weekends and holidays and must cease at or before sunset.

5.12 Solar Heaters. New construction, landscaping or trees shall be located so as not to conflict with the sun serving an existing solar heater.

5.13 General Maintenance. All buildings, fences and yards on each Lot shall be kept in a neat and orderly state of repair at all times. No owner shall permit any thing or condition to exist upon his or her Lot which shall induce, breed, or harbor infections, plant diseases, noxious insects, rodents or other pests. Owner shall remove such things as fallen trees, tree branches, etc. which are in view from other home sites, roadways and trails.

5.14 Landscaping. All landscaping on any Lot shall be maintained and cared for so as to present itself as neat and orderly. Any weeds or diseased lawn, trees, ground cover or shrubbery shall be removed and replaced. Lawns, shrubs and trees shall be kept neatly trimmed.

The Role of the Chabot Park Highlands Homeowners Association Board

- *Community associations* are unique entities, and the boards that lead them fill unique roles.
- *Community association* boards consist of volunteers to represent and protect the best interests of their community members.

- *Community associations* are corporate entities whose board members must maintain the value of a jointly owned asset.
- *Community associations* are neighborhoods of people who expect the board to preserve, if not improve, their quality of life. Ultimately, the role of the board is to protect and increase property value. This is accomplished by operating the association, maintaining common property, and enforcing the governing documents.

Living in our community offers many benefits, but there are also corresponding responsibilities that we all have to one another. A significant responsibility is voluntary compliance with our Governing Documents. When there is a violation of our standards or other misconduct, the volunteers who run the Association are put into the unenviable position of having to enforce those standards. We hope that anyone who has been notified of a violation will take the time to reconsider the facts or circumstances that brought about the notice of violation, and take the opportunity to voluntarily correct the situation. The Association has both the obligation and the means to do what is necessary to enforce our Governing Documents, but we hope instead that we can maintain our quality of life and property values through voluntary compliance.

Board Members and Numbers

President

Gary Fernandes H – (510) 632-8201

Vice-President

Bruce Barnes H – (510) 568-1293

Secretary

John Verboncoeur H – (510) 568-7250

Treasurer

Thomas Cameron H – (510) 638-4650

Director

Stan Richardson H – (510) 568-2108

Director

Dana Levy-Wendt H – (510) 282-7342

Director

Nancy van Huffel H – (510) 562-4473

For a complete set of CC&Rs please contact our management company:

Sarah Earring, Association Manager

Common Interest Management Services

315 Diablo Rd, Ste. 221

Danville, CA 94526

(925) 743-3080 x239

(925) 743-3084 Fax