

DRAFT Wildflower Homeowners Association
Rules and Regulations
February 22, 2014

These Rules and Regulations (Rules) are made and adopted in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wildflower Condominium (CC&Rs) dated May 31, 2007. These Rules were approved and adopted by the Board of Directors on XXX XX, 2014 and are effective YYYY YY, 2014. One of the duties of the Board of Directors (Board) is to adopt rules not inconsistent with the CC&Rs relating to use of the common area and all facilities thereon, and the conduct of the owners and their tenant, guests, or invitees with respect to the property and other owners [Section 6.02(h)].

Terms used in these Rules not otherwise defined herein, shall have the meaning attributed to such terms in the CC&Rs or in applicable State Law.

1. OWNERS RESPONSIBILITES:

- a. Owners shall provide the on-site manager(s) with keys which will allow access to: the interior of each unit, cabinet doors below kitchen and bath sinks, hot water heaters, and other areas deemed by the Board to present risk of water freezing.
- b. Owners shall be held responsible for the actions of their children, guests, pets, and tenants, at all times.
- c. Damage to any common area lawn, flower bed, tree, driveway, fence, building, recreation facility, equipment or any other common area property caused by the owner, owner's tenants, their children, guests, employees or contractors, will be considered the responsibility of the owner, and all costs associated with any necessary repairs and/or replacements will be the responsibility of the owner of the unit. The Board and/or its representative(s) will send a bill to the owner and payment will be due with the next quarterly Association dues payment.
- d. Each owner is responsible for the timely payment of all homeowner's association dues, late fees, assessed fines and all special assessments levied by the Board. Delinquent accounts will be sent to a collection agency or an attorney for collection. The delinquent owner will pay all costs associated with collection and bringing their account up to "paid in full" status.
- e. Owners renting their units are required to furnish a copy of these Rules and regulations to their tenants before those tenants occupy the premises.
- f. Permanent and temporary residents of Wildflower are equally subject to these Rules and Regulations.
- g. Owners are responsible for any normal use problems. This includes inside plumbing and electrical problems. Clogged drainpipes and drain lines in the unit and noisy or broken equipment, such as wall heaters, are the responsibility of the owner of the unit.
- h. Businesses are not allowed to be operated from an owners' unit or premises unless specifically approved in advance by the Board and the Town of Mammoth Lakes.

2. HOMEOWNERS ASSOCIATION COMMON AREA:

- a. The HOA common area includes all Association property including buildings, utilities, parking area, driveways, swimming pool, spa, sidewalks, stairways, porches, the on-

- site Managers' Unit (both inside and outside), outside light fixtures, decks, trees, landscaping and all other improvements to Association property.
- b. The HOA common area does not include the areas which are within the boundaries of the individual condominium units. This includes the inside walls and the area within the walls; this area is considered the living space. Everything within the living space, is considered to be individual property and the responsibility of the unit owner.
 - c. The Board must approve any change, modification, or addition to the common area property or buildings. Any changes to the living space that affects the structural integrity of any building must be approved in advance by the Board. All such requests must be in writing and submitted to the Board for approval prior to commencement of work. This includes but is not limited to: the installation of satellite dishes, outside cables, wires, outside and entry doors, door screens, windows, walls and decks, and the cutting, trimming, or removal an any trees, plants or bushes.
 - d. Whenever an owner makes improvements to the living space, in addition to obtaining the advance approval of the Board, the owner is required to obtain all necessary building, electrical, and plumbing permits from the Town of Mammoth Lakes.
 - e. Any owners who make changes which negatively affect the structural integrity or aesthetic value of a structure, building, common area or any attached amenity will be held responsible for its repair or replacement including all attendant costs.
 - f. All landscaping of the common area shall be at the direction of and subject to the approval of the Board.
 - g. The laundry room may be used only during the hours approved by the Board and posted in the laundry room.
 - h. The display of signs in the common area or on buildings is prohibited, except that normal size real estate "For Sale" signs displayed in windows are allowed. "For Rent" or rental agent signs are not considered normal real estate signs.
 - i. Defacing of HOA property is punishable by law and perpetrators will be prosecuted.

3. MOTOR VECHICLE OPERATION:

- a. Parking is restricted to paved areas. All vehicles must be moved as necessary or when requested by the Board or the on-site manager(s) to allow for proper parking, grounds maintenance, and snow removal.
- b. Parking is to be perpendicular and as close to the owners' or tenants' unit as possible.
- c. No more than two vehicles are allowed in front of an owner's unit. Additional vehicles may be temporarily allowed if approved by the Board or the on-site manager.
- d. All motor vehicles must be in operating condition at all times.
- e. No boats, campers, or recreational vehicles, such as motor homes and house trailers, shall be stored in the parking areas for periods longer than their owner's immediate, short term occupancy of a unit.
- f. The use of vehicles in the parking and other common areas as overnight accommodations is not allowed at any time.
- g. Motorcycles, motor scooters, motorized trail bikes, snowmobiles and other motor driven vehicles are not allowed in the common area, other than parking lots and driveways and may not be stored in the parking lots for more than 5 consecutive days.
- h. Repair of motor vehicles on the premises is not permitted.

- i. Vehicles leaking oil or other fluids on premises must be removed immediately and must not return until repaired.
- j. The speed limit within the Common Area is restricted to 5 mph at all times.
- k. The Board or the on-site manager may designate temporary alternative parking areas.

4. FIREWOOD STORAGE:

- a. Firewood may not be cut or split on premises. Only fireplace-size firewood may be delivered to a unit.
- b. All delivered firewood must be stacked on the rear deck of a unit within three days of delivery. No firewood or other wood shall be stored under any stairway.
- c. No more than one cord of firewood may be stacked on the rear deck at one time. Firewood must be stacked perpendicular to the building to prevent excess pressure and damage to the rails. The height of the stack may not be more than two courses or six inches, whichever is lesser, above the top rail of the deck and must not obstruct or block any window or door.
- d. All firewood must be covered from June 1 to September 30 with a State approved fire resistant tarpaulin.

5. RECREATIONAL FACILITIES – POOL, SPA, RESTROOMS, TENNIS COURT:

- a. There is **NO SMOKING** allowed at any time within 100 feet of any of the common area recreational facilities.
- b. Owners, their children, guests, pets, and tenants use the pool and spa at their own risk. No lifeguard is provided.
- c. No glass containers, nudity, boisterous or mischievous behavior, is permitted.
- d. There is no running or other unsafe behavior permitted in the area of pool, deck, or spa.
- e. Children under the age of fourteen (14) must be accompanied by an adult [someone over the age of eighteen(18)] and supervised at all times when using the pool and spa.
- f. Everyone using the pool and spa must shower before entering the water.
- g. Animals are not allowed to enter the recreational facilities (unless on a leash and supervised by the owner).
- h. The hours and rules for use of the pool and spa are posted and will be reviewed from time to time by the Board.
- i. Access to recreational facilities is a privilege and is by private key. Use of these facilities is limited to the owners in good standing, their children, guests, tenants, and visitors to Wildflower Condominiums. The general public is not allowed to use these facilities. Keys to access the recreational facilities must not be duplicated or shared with unauthorized persons. Tenants and guests should contact the on-site manager if they loose or misplace their key.

6. ANIMAL GUIDELINES:

- a. Only common household pets such as dogs, cats, fish, and small caged birds, in conventional domestic quantities, are permitted to be kept within the living space of a unit. Under no circumstances will more than two each of the animals be kept at one time.

- b. No owner shall rent a unit to any person for more than 30 consecutive days, who keeps dogs, cats, fish or birds.
- c. Owners who have dogs, or who have guests or tenants who have dogs, must keep their animals under control at all times.
- d. Pet owners are liable for any damage caused by their animals. Ultimately, any damage caused by an animal will be the responsibility of the owner of the unit in which the animal is domiciled.
- e. Animals are not allowed to enter the recreational facilities (unless on a leash and supervised by the owner).
- f. Pet owners are not allowed to tie their animals to the front or rear deck and left unattended.
- g. Dogs must be under control of the owner at all times while on Association premises.
- h. Excessive barking is not permitted and must be controlled by the owner of the pet.
- i. Owners are encouraged to take their pets to an area that is not landscaped to be curbed. Pet Owners must promptly clean-up any mess made by their pets; owners shall pick up pet waste immediately anywhere on the grounds, including in the winter time. [The HOA has provided clean-up bags throughout Wildflower for this purpose; they are there to be used.]

7. FIRE SAFETY:

- a. There shall be no open fires in the common areas or in units except for fireplaces.
- b. Fireplace ashes are not to be thrown in trash dumpsters. Use the galvanized cans marked for this purpose.
- c. Private briquette fired Bar-B-Qs are not permitted in Wildflower. Common area Bar-B-Qs are provided by the HOA in the pool area for use by all owners, tenants, guests, and visitors.

8. COMMON AREA:

- a. There shall be no changes in color, material, finish, or form to the exterior of any unit by any owner without the prior written approval of the Board.
- b. Draperies and other window coverings which are visible from adjacent common areas are considered as a visual part of the common area. Their general appearance shall be consistent with those in the rest of the complex and are subject to the approval of the Board.
- c. Dumpsters are to be used for disposal of household trash only. Construction debris and the like should be disposed of by the generator off-site.
- d. Dumpsters must be properly latched at all times to prevent bear vandalism. Keeping the latches on could prevent a bear from being a nuisance or even destroyed.
- e. There shall be no outside laundering or drying of clothes or draping of towels, carpets, laundry, etc. on deck railings.
- f. No owner, tenant, or guest shall interfere with the peaceful, quiet enjoyment of another owner, tenant, or guest.
- g. In consideration of others, noise should be limited after 10:00 pm.
- h. Permanent storing of items, except for firewood, on the front and back decks, under stairs, or in the common area around a unit is prohibited. Use of deck chairs and similar furniture on the decks is permitted, weather allowing.
- i. No planters or other such items are allowed on deck rails.

9. AUTHORITY OF THE ON-SITE MANAGERS AND ASSISTANTS:

- a. The on-site manager and/or assistants are duly delegated representative(s) of the Wildflower HOA Board.
- b. The on-site manager and/or assistants have the authority to enforce these Rules and Regulations, as well as, applicable Town and State regulations.
- c. The on-site manager and/or assistants have the right to request the identification of any owners, tenants, visitors, or guests occupying one of the Wildflower units.
- d. In order to protect the HOA common area from fire, water, rain, or snow damage, and for safety and security reasons, the on-site manager and/or assistants may take emergency action as necessary, to prevent damage to any buildings or common area property. This includes, but is not limited to, breaking and entering any unit for emergency reasons.

10. HOMEOWNER ASSOCIATION SCHEDULE OF FINES

The CC&Rs of the Wildflower Homeowners Association [Section 6.02(a)] and California State law authorizes the Board of Directors to impose fines for violations of any provisions of the Association documents, provided the member is given notice and a hearing as provided in the CC&Rs [Section 6.02(i)]. It is the policy of the Board to issue a letter seeking correction concerning any violation. If the initial letter is ignored, or if there are subsequent infractions, the Board is empowered to issue fines in order to gain compliance. Accordingly, the Board has adopted the following Schedule of Fines Per Violation effective as of July 1, 2014:

Type of Violation	First Offence	Second Offence	Third Offense
HOA Common Area	\$50	\$75	\$100
Motor Vehicle	\$50	\$75	\$100
Firewood	\$50	\$75	\$100
Recreational Facilities	\$50	\$75	\$100
Animal Guidelines	\$50	\$75	\$100
Fire Safety	\$50	\$75	\$100
CC&Rs	\$50	\$75	\$100
Damage of Association Property	As Determined By the Board of Directors		

All fines will become due and payable in full with the next quarterly Wildflower Homeowners Association dues payment.

CHALLENGES TO THE RULES AND CC&Rs

Expenses associated with challenges to, or failure to comply with, the Wildflower CC&Rs and these Rules that require the services of an attorney, mediator, service provider, etc. for enforcement or collection of fines shall be paid or reimbursed to the HOA by the owner in violation or in dispute.