

**HIDDEN
TRAILS
COMMUNITY
ASSOCIATION**

Rules & Regulations

ADOPTED 3/20/2012

TABLE OF CONTENTS

INTRODUCTION 3

COMMUNITY INFORMATION 3

COMMON AREA 3

DEFINITIONS 4

CALENDAR OF BUSINESS – MEETINGS 4

ENFORCEMENT 5

ASSESSMENTS 5

ENFORCEMENT 5

DISPUTE RESOLUTION 6

RULES AND REGULATIONS 8

 Rental Requirements..... 8

 Architectural – Landscape Standards 8

 Community Standards 9

 Noise Regulations..... 11

 Pets/Animals 12

 Vehicle and Parking Regulations..... 13

 Garage Sales..... 13

REMINDERS – MANAGEMENT COMPANY INFORMATION..... 15

EXHIBITS:

 Community Map 16

 Resident Registration..... 17

 Rules Enforcement policy 18

 Rules Violation Report..... 20

 Fine Schedule 21

 Parking Variance Application..... 22

HIDDEN TRAILS COMMUNITY ASSOCIATION RULES AND REGULATIONS

INTRODUCTION

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of the **HIDDEN TRAILS COMMUNITY ASSOCIATION ("ASSOCIATION")**.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, lessees, residents and their guests. Each owner, or resident living within the community, is entitled to maximum peaceful living conditions without annoyance or interference from others.

COMMUNITY INFORMATION

The **ASSOCIATION** consists of approximately 291 single-family residential lots, located in the City of Escondido, County of San Diego and State of California. All of the residential homes located within the community of Hidden Trails fall under the jurisdiction of the City of Escondido, County of San Diego, State of California, and all pertinent and applicable ordinances, laws and codes shall apply.

COMMON AREA

The Association is responsible to maintain the common areas within the **ASSOCIATION**. In addition the Association has been granted easements over the residential lots and is required to maintain some of the slopes within the area. It is the duty of the Board of Directors to maintain these areas for the benefit and enjoyment of its members. Inspections of these areas will be performed on a periodic basis.

Members are responsible for their family members and guests while present within the community. Owners will be held responsible for payment of the costs of repairs for all damage caused to the common area by themselves, members of their families, guests, tenants or pets.

All common area equipment (i.e. time clocks, and watering systems, gates, etc.,) are to be adjusted and set by **authorized personnel only** and **not** by residents. Homeowners may report problems related to the common area facilities to the Management Company 24 hours a day. Some of the common area facilities located within the **ASSOCIATION** include: natural open space, landscaped slopes, detention basins, entry monuments and signs, fences and walls. Homeowners may not plant or remove vegetation from HOA maintained slopes, nor extend fence lines into HOA slopes.

The neighborhood mailboxes are federal property and are monitored by the United States Post Office. Regulations prohibit the placement of signs, notices, or any other advertisement paraphernalia on the sides, front or backside of the neighborhood mailboxes. The owners are responsible for the maintenance and care of the neighborhood mailboxes.

DEFINITIONS

Homes: All homes shall be used for private, single-family dwelling purposes only. In accordance with local laws prohibiting same, no commercial business shall be conducted within the **ASSOCIATION** except as provided in Article II, Section 2.2 of the CC&Rs.

Owners: Owners named in the recorded Deed of Trust automatically become members of the Association. Relatives or other people whose names are not on the deed are not owners or members.

In order for the Association to keep current records, Owners are encouraged to complete a **Resident Registration Form** (included herewith) within five (5) days of recording the Title Deed. Completion of the form is optional and all information provided will be kept confidential.

Owners are encouraged to attend the regularly scheduled meetings of the Association. Contact the Management Company for dates, times and location of board meetings.

Board of Directors: The Board of Directors consists of three homeowners elected to the Board at the annual meeting, in odd numbered years. The Board itself selects its officers, consisting of the President, Vice-President and Secretary/Treasurer. Mid-term vacancies to fill unexpired terms are filled by appointment made by the Board. The Board is responsible for the appointment or removal of Committee Members (including, but not limited to, Design Review, Landscape, Parking, Fine, etc.), maintenance of all common area property, decisions on financial dealings of the Association, and enforcement of these Rules and Regulations as well as the governing documents (CC&R's, Bylaws, Architectural & Design Guidelines). The Design Review Committee consists of three members appointed by the Board.

CALENDAR OF BUSINESS – MEETINGS

As required by the **ASSOCIATION** Bylaws, an Annual Meeting of the membership is held each year. Board members are elected in odd-numbered years for two-year terms as indicated in Article 2.4 of the Bylaws. Notification of the annual Meeting will be mailed to each member by the Management Company at least ten (10) days prior to the date of the meeting. In order to establish a quorum in order for business to be conducted, it is imperative that owners attend either in person or submit their ballot, to the Management Company.

Regular meetings of the Board of Directors are conducted periodically. Owners are encouraged to attend these meetings and may offer input during the designated portion of the agenda. Specific dates and times of the meetings are available by contacting the Management Company.

An audit or fiscal review of the financial records of the Association is performed by an independent firm as directed and contracted with the Board of Directors. Each owner is provided with a copy of the audit or fiscal report upon completion.

The master insurance policy for the Association is reviewed each year and information is disclosed to the membership along with the annual budget. For more information pertaining to the association's insurance coverage, owners are encouraged to contact the Management Company, in writing.

ASSESSMENTS

As required by the governing documents, owners are responsible for the payment of fees which are used to meet the expenses incurred in the management of the facilities of the Association. Payment of the monthly fee is due by the 1st of each month and is considered late if not received by the 15th day. Late fees will be assessed to the owner's delinquent account on the 16th day. Interest on delinquent assessments will also be charged commencing thirty (30) days after the due date.

Delinquent assessments shall be enforced and processed in accordance with the adopted Collection Policy. A copy of the current Collection Policy will be distributed to each owner along with the annual budget on a yearly basis.

ENFORCEMENT

Violators will be given a warning letter or Notice of Violation and allowed to correct the situation or provide an explanation before any fine is imposed. Any ignored warning may lead to a "fine hearing". Failure to appear before the Board of Directors or Fine Committee if a "fine hearing" is held, may result in a fine or fines being levied (please refer to the **Rules Enforcement Policy** included herewith).

When called upon, the Board members will use their best efforts in mediating any unresolved conflict or dispute.

All owners, residents and guests are required to abide by all established rules. Anyone refusing to abide by these rules may face corrective action by the Board of Directors.

The Management Company, acting for the Association, has been instructed by the Board of Directors to assist the Board in enforcing the provisions of the Architectural & Design Guidelines, Rules and Regulations, Bylaws, and CC&Rs. If there is a

violation thereof, the Management Company has been instructed to provide written notice to the owner of the home.

DISPUTE RESOLUTION

Internal Dispute Resolution (IDR)

California Civil Code states that associations must provide a "fair, reasonable and expeditious" procedure for resolving disputes between the association and its members without charging a fee to the member participating in the process. Further, associations must notify their members of IDR procedures.

Until notified otherwise, Hidden Trails HOA adopts the following default IDR procedures.

Prior to filing for Alternative Dispute Resolution, below, the homeowner or the association must be attempted to resolve a dispute internally as described below.

1. Either the association or the member may request that the other side meet and confer in an effort to resolve the dispute. The request must be in writing within 30 days of the notification of the event that created the dispute (postmark of notification or date of bill in which a fine was assessed). The association may not refuse such a request, and the member may not be charged a fee to participate in the process
2. The association must designate at least one board member to attend the meet and confer session. The Board may designate more than one board member to attend the meet and confer session.
3. The meeting must occur promptly at a mutually convenient time and place. At the meeting, the parties must explain their positions to each other and must confer in good faith in an effort to resolve the dispute.
4. If the parties agree on a resolution of the dispute, the agreement must be put in writing and signed by the parties. The agreement is binding and can be enforced by the courts if: a) it is not in conflict with the law or the governing documents, and b) the association's representative had the authority to enter into the settlement or the settlement is ratified by the board.

Alternative Dispute Resolution (ADR)

"Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of ADR may be binding or nonbinding, with the voluntary consent of the parties. The association must notify the members of ADR procedures.

If the parties cannot resolve a dispute through the use of IDR procedures above, any party to a dispute may initiate the ADR process by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- (4) If the party on whom the request is served is the owner of a separate interest, a copy of Civil Code Sections 1369.510 – 1369.590.
 - (a) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
 - (b) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.
 - (c) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
 - (d) The costs of the alternative dispute resolution shall be borne by the parties.

Additional details and limitations to the ADR process are described by Civil Code and are applicable to the Hidden Trails dispute resolution process.

RULES AND REGULATIONS:

1. It is the right and duty of each resident to report violations in writing to the Management Company. **(Rules Violation Report Form and Fine Schedule are included herewith.)**

2. Notice of actual violations will be brought to the attention of the resident and owner, in writing, by the Management Company carrying out the policies established by the Board of Directors.

FAILURE TO CORRECT THE VIOLATIONS BY THE OWNER MAY RESULT IN LEGAL ACTION OR FINES, THE COST OF WHICH WILL BE THE OWNER'S RESPONSIBILITY.

1. RENTAL REQUIREMENTS

- 1.1. No home or room shall be leased/rented for a period of less than thirty (30) days. The terms of the lease/rental agreement shall be subject, in all respects, the CC&R's, Bylaws, and Rules and Regulations and Architectural & Design Guidelines of the Association.
- 1.2. All owners must provide their tenants with a copy of the Rules and Regulations and all tenants must comply with these Regulations, Architectural & Design Guidelines, Bylaws, and CC&R's. Owners are held responsible for their tenants and guests and are financially liable for damage to the common area, equipment, and for violations of these Rules and Regulations.
- 1.3. Furthermore, owners are responsible for the proper maintenance and repair of their homes and improvements.
- 1.4. All owners who lease/rent their home to other must provide the Association with their own, off site personal address, and telephone number, in addition to the name and telephone number of their rental/lease tenant.

2. ARCHITECTURAL/LANDSCAPE STANDARDS

- 2.1. The **ASSOCIATION** shall provide guidelines for maintenance and landscaping requirements to the exterior of each home and their individual lot areas. All owners are required to maintain their home and lot in a neat and orderly manner and in accordance with these adopted Rules and Regulations.
- 2.2. Where required by the Architectural & Design Guidelines, an Application for Architectural & Landscape Improvements and Facing/Adjoining Neighbor's Statement must be submitted to the HOA for approval prior to commencing improvements.
- 2.3. Many proposed exterior improvements are subject to the review requirements outlined in the Architectural & Design Guidelines. Improvements requiring Design Review Committee ("DRC") review shall be submitted in writing as outlined in the Architectural & Design Guidelines.

- 2.4. Approval by the Design Review Committee is not deemed to be exclusive. Local city building codes, county codes, and any other state or federal required permit(s) and regulation(s) must also be obtained and satisfied, in all cases, by the owner, if required, and it is not the responsibility of the Association to advise the owner.

3. COMMUNITY STANDARDS

- 3.1. Major changes to the front yard landscaping and some side/rear yard improvements, including the planting or removal of trees, etc. shall first be approved by the Design Review Committee ("DRC"). Detailed requirements are contained within the Architectural & Design Guidelines.
- 3.2. All exterior painting must conform with the approved paint colors assigned to each residence and lot, as originally designed by the developer. Proposed changes in paint colors must be submitted through the filing of an Application for Architectural & Design Improvements and Facing/Adjoining Neighbors Statement, identify existing colors, and provide paint chips showing the requested colors.
- 3.3. No exterior structural improvements (e.g.: patio covers, screens, sunshades, awnings, walls, fences, air conditioning units, screen doors, security doors, etc.,) shall be installed without first receiving DRC approval. Flat work (e.g. patio, lawn) in the rear yard is allowed without prior DRC review. Refer to Architectural & Design Guidelines for additional information. Rear patio slabs & lawns do not require prior approval.
- 3.4. Television satellite dishes up to one meter in diameter are allowed without prior approval. Antennas of other types and sizes require DRC approval prior to installation.
- 3.5. Patios, balconies, decks, fences, etc., shall not be used for such purposes as drying pool towels or laundry, airing out rugs, miscellaneous storage, etc. These areas are to be considered aesthetic additions to the primary structures and are to be utilized so as to be generally attractive and not offensive to other homeowners.
- 3.6. No exterior clotheslines are to be installed.
- 3.7. Only one aesthetically acceptable "For Sale/For Lease/For Rent" sign, no larger than 2' x 2', is permitted to be displayed for public view in the front yard area. "For Sale/For Lease/Rent signs are not allowed to be posted on the garage doors or fences. Non-commercial signs, flags and banners may be displayed on the Lots only in accordance with current California law and the Association's governing documents. No sign shall be erected in the common areas except by the authority of the Board of Directors. Signs shall not be posted on any of the common area gates. Owners will be assessed the damage for any sign posted on common area property.
- 3.8. No miscellaneous items or materials, such as: trash receptacles, boxes, towels, woodpiles, etc. may be visible from the front yard area and outside of the home.

- 3.9. No yard statues, fountains, bird baths, bird feeders or houses, urns, etc. shall be allowed in the front yard area without first obtaining written approval by the Design Review Committee.
- 3.10. All holiday decorations shall be installed no more than 45 days prior to and removed within fifteen days following the date of the celebrated day.
- 3.11. Windows should not be covered with foil, paper, towels, sheets, newspapers, etc.
- 3.12. Portable basketball units will be allowed to be used in the community, with the following restrictions:
- 3.13. The portable basketball unit must be stored out of sight when not in use. (Specifically, in the garage, in the backyard, laying down alongside of the home, or behind the fence where it is not visible to the public.)
- 3.14. The portable basketball unit may not be used on common area property (asphalt street, sidewalk etc.)
- 3.15. The portable basketball unit may be operated on the driveway surface or front yard area, but may not be left in this location.
- 3.16. Residents personally accept responsibility for any and all damage caused to any other property when the portable basketball unit is in use. (It is suggested for this reason that an adult be present at all times when the unit is being used.)
- 3.17. Permanent basketball units are not allowed to be installed in front yards, but may be approved by the Design Review Committee for rear yards.
- 3.18. No basketball playing after dark (noise and lighting considerations).
- 3.19. Each owner is responsible to maintain the exterior of the home, including landscaping, yard and improvements, in an aesthetically pleasing manner at all times.
- 3.20. All stucco surfaces of the individual home shall be free of stains, damage and surface debris
- 3.21. Lawns shall be mowed, fertilized, weeded and watered on a regular basis
- 3.22. Planter areas, which extend to the street curbs and/or driveways, shall be maintained on a regular basis.
- 3.23. General weed abatement shall be performed on a continual basis. Front slopes shall be planted with an approved groundcover (no bare or gravel covered slopes).
- 3.24. Slopes and/or portions of private property which extend past fences onto streets, other than Association maintained slope areas, shall be maintained by the owner of the property on a regular basis including, but not limited to, mowing, fertilization, aeration, weed abatement and watering.
- 3.25. All trees located within an individual lot shall be pruned, thinned and maintained by the owner. Trees must not obstruct the ability of residents to

utilize the streets, sidewalks and common areas. Roots and branches shall not cross lot lines.

- 3.26. Leaves shall be raked and properly disposed of on a regular basis.
- 3.27. Owners are responsible for picking up their own trash spilled on common areas, streets and sidewalks, and disposing of it properly.
- 3.28. All trash cans and recycling containers may be placed curbside for pickup by the refuse disposal service company. They may only be set out for a period of time, not to exceed twelve (12) hours before and after the scheduled trash collection service. They may not be stored outside the gate/fence.
- 3.29. Storage of all trash and recycling containers must be in appropriate areas screened and concealed from the public view (i.e. behind the fence area or inside of the garage).
- 3.30. Large discarded items such as furniture, mattresses, etc., will not be picked up by the disposal company. Disposal of these types of items should be made at a disposal facility at the cost and expense of individual owners.
- 3.31. No hazardous materials are allowed within the community.
- 3.32. Those portions of privately maintained, individual lot areas located within designated Fuel Management Zones shall be maintained on a continuous basis by each resident in conformance with the requirements of "Exhibit E" of the Architectural & Design Guidelines.
- 3.33. Window tinting, which creates a "mirrored" effect from the exterior, is not permitted.

4. NOISE REGULATIONS

- 4.1. Owners are reminded that noise can be a problem at any time and should always be considerate of others. Everyone is encouraged to respect the rights of homeowners to live in a peaceful and quiet environment. Noise can be a difficult situation to control, especially during the summer months when doors and windows are open. Therefore, during these times of the year, owners are reminded to be particularly conscientious of others living close to you and keep the noise level as low as possible.
- 4.2. Radio, television, musical instruments, power tools, party activity, sports or basketball play after dark, and other noise sources (including barking dogs, car horns, alarms and extended warming up of car or motorcycle engines) must be restricted at all times to a level that does not disturb other residents. Nuisance dog barking (continuous barking, barking at passersby on the street or at neighbors) is prohibited.
- 4.3. For reasons of community respect, homeowners will lower noise volume and keep it to a minimum between the hours of 8 P.M. and 7:00 A.M. when many residents will be resting or sleeping.
- 4.4. It is the responsibility of all owners and tenants to inform their guests of the above noise control rules and to abide by them.

- 4.5. The Board of Directors shall have the right to determine if any noise or activity constitutes a nuisance.

5. **PETS/ANIMALS**

- 5.1. The following rules are in accordance with the East Grove Specific Plan as approved by the City of Escondido.
- 5.2. Animal and/or household pets may be maintained on the premises, as pets for the personal use of the occupants of each residential dwelling unit, in accordance with the following:
 - 5.2.1. Tropical fish and turtles;
 - 5.2.2. Up to 6 (total) small birds such as canaries, parrots, parakeets, love birds, etc.;
 - 5.2.3. Up to 4 (total) adult rabbits, white mice, chipmunks, squirrels, chinchillas, guinea pigs, hamsters and the like;
 - 5.2.4. Up to 2 (each) of household dogs and/or cats, over the age of 4 months; puppies and kittens born on the premises are exempt until weaned.
 - 5.2.5. Other similar household animals which in the opinion of the Planning Commission (City of Escondido) are not more obnoxious, detrimental or dangerous to the public and neighboring properties than the animals enumerated in this section.
- 5.3. A Conditional Use Permit may be granted (by the City of Escondido) to allow additional animals over those permitted by this section; provided, however, that the total number of animals so authorized shall not exceed twice that enumerated herein.
- 5.4. Pets shall not be allowed to soil, litter or destroy common area property. Pursuant to City of Escondido and County of San Diego ordinances, **owners shall carry waste clean up materials and dispose of their animal waste properly.** Failure to do so may result in a fine/s until compliance is obtained.
- 5.5. **Owners are reminded that all dogs must be on a leash at all times and under personal control when outside individual living quarters in accordance with City and/or County Regulations. Owners that do not confine their dogs or abide by these requirements may be subject to fine and further restrictions imposed by the County and Board of Directors.**
- 5.6. No livestock or poultry of any kind, shall be raised, bred or kept within any lot/home.
- 5.7. Structures for the housing or confinement of any animal or bird, including kennels, carriers and dog houses, shall be maintained so they are not visible from neighboring properties.
- 5.8. All residents (owners and tenants) shall be personally responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant they may be held liable as well as the owner of the

home. Residents are encouraged to write to the Board of Directors, through the Management Company, and to contact the County

- 5.9. Animal Control Department may be contacted for violations pertaining to animals. Action will be taken against owners of pets that violate the Rules and regulations of the Association.
- 5.10. The CC&Rs authorize the Board of Directors the right to declare any specific animal a nuisance and to take action to have that animal permanently removed from the community.
- 5.11. Human assistance dogs may be considered exempt from some of the above rules (i.e. seeing eye dogs) provided proof of certification by the appropriate agency has been submitted to the Board for the Association's records.

6. VEHICLE AND PARKING REGULATIONS

- 6.1. A recreational vehicle (i.e., motor home, travel trailer, camper van, boat, etc.) may be parked in the Properties provided: (i) such parking complies with all applicable regulations, including any contained in the Specific Plan referenced in Section 2.24 of the CC&R's, and (ii) the vehicle is parked completely within a side yard large enough to accommodate the vehicle, and (iii) the vehicle is screened from view in a manner deemed satisfactory and approved by the Design Review Committee in its sole discretion. Passenger vehicles shall not be parked in the rear/side yards. No vehicle may park in a side/rear yard without prior written HOA approval. A Parking Variance Application is included herewith.
- 6.2. Commercial vehicles, trucks (other than standard size pick-up trucks), inoperable automobiles, or work equipment are not permitted in any area within the project on a regular or continuing basis. Temporary parking is permitted for the purpose of cleaning or loading/unloading the vehicle, but may not exceed 6 hours plus overnight before or after the cleaning/loading/unloading.
- 6.3. Garages are for vehicular parking and ingress and egress to the residential lots. Garages shall, therefore, not be used for storage where such use forces occupant(s) to park their vehicles outside. All garage **or** driveway space will be utilized for parking before the resident's vehicles can be parked on the street. When parking on the street, residents will park in front of their own residence before parking in front of another residence.
- 6.4. For appearance and general aesthetic reasons, garage doors must be kept closed at all times, except as necessary for doing yard work and ingress/egress.
- 6.5. No extended vehicle maintenance or overhaul work is permitted.
- 6.6. Each owner is responsible for cleaning up any oil or grease spills in the driveway. Drip pans, carpets, cardboard or other materials are not allowed to be placed in the driveway aprons or visible to the public.
- 6.7. Major automobile repairs shall not be allowed to be performed on the common area property or streets within the Hidden Trails community.

- 6.8. No motor vehicle shall be left in a condition that will constitute a fire hazard. In addition, residents may not park disabled, unsightly or unregistered vehicles within the Hidden Trails community. Unsightly shall be defined as any vehicle that detracts from the appearance of the property, including but not limited to: heavy rust, Bondo/primer gray, large dents, broken glass or lights/turn signals, oil leaks causing staining, multiple colored parts assembled from other vehicles, or peeling window tint.
- 6.9. All vehicles operated within the community shall observe the posted speed limit
- 6.10. Bicycles, skateboards, scooters, roller skates and/or rollerblades should not traverse on neighboring properties. All gas powered vehicles must be licensed by the state in order to operate in the community. No motorized vehicles may drive on the dirt community hiking/walking trail.
- 6.11. Vehicles parked within the Association shall be operable and registered vehicles.
- 6.12. Owners are prohibited from blocking streets and lanes in any manner that would obstruct the access of Fire Department or other emergency vehicles.
- 6.13. No one will is allowed to park motor vehicles on any sidewalk or greenbelt area.
- 6.14. Residents are responsible for their guests' parking so that the common area, driveways, fire hydrants and streets are not blocked.

7. GARAGE SALES

- 7.1. Garage sales shall be noticed, in writing, to the Management Company, California Community Management, a minimum of 14 calendar days preceding the date of the sale, approval for which may be withheld by the Board. A maximum of two garage sales are permitted for each Lot each calendar year.
- 7.2. Residents shall comply with all city requirements regarding garage sales and shall provide evidence of city approval, if required, with their notification to the Management Company.
- 7.3. Garage sale signs are allowed to be posted the day before and day of sale only, and will be promptly removed by the owner after the sale.

The Board of Directors will review these Rules and Regulations on an annual basis and updates, revisions and changes will be distributed to the membership as deemed necessary.

All owners are advised to pass this notebook on to the new owner of your property upon closure of the escrow process.

If you need forms: Architectural or landscaping improvements applications, parking variance application, resident registration, rules violation report, etc., please contact the hidden trails property manager:

**California Community Management
P.O. Box 2666
Escondido, CA 92033**

Telephone	(760) 745-5861
Fax	(760) 745-6936
Website	http://www.cacomangement.com
Email	info@cacomangement.com

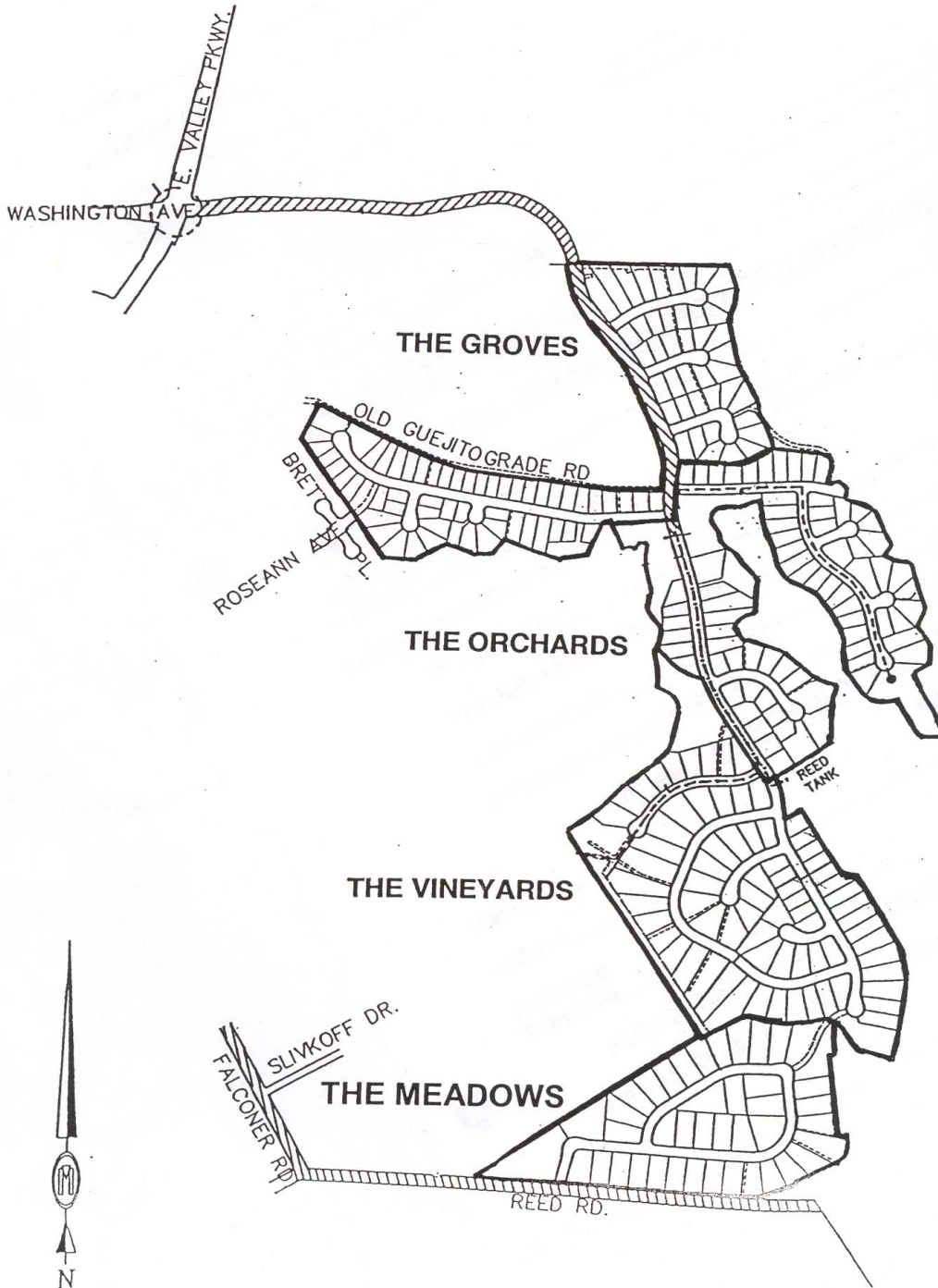
COMMUNITY MAP

HIDDEN TRAILS – TRACT 795

ZIP CODE: 92027

HIDDEN TRAILS – TRACT 795

Zip Code: 92027



HIDDEN TRAILS COMMUNITY ASSOCIATION

C/O: California Community Management
P.O. Box 2666, Escondido, CA 92033
(760) 745-5861 PHONE (760) 745-6936 FAX

RESIDENT INFORMATION FORM

DATE: _____

PROPERTY ADDRESS: _____

NAME OF RECORDED OWNER(S) _____

MAILING ADDRESS IF DIFFERENT THAN PROPERTY ADDRESS: _____

OWNER'S PHONE NUMBER _____ (H/W/C) _____ (H/W/C)
SPOUSE'S PHONE NUMBER _____ (H/W/C) _____ (H/W/C)

EMAIL: _____ EMAIL: _____

EMERGENCY CONTACT NAME & NUMBER _____

VEHICLES Year / Make / Model

1) _____ LICENSE # _____
2) _____ LICENSE # _____
3) _____ LICENSE # _____
4) _____ LICENSE # _____

TENANT INFORMATION

IF UNIT IS LEASED/RENTED (PLEASE ATTACH COPY OF LEASE)

NAME OF TENANT(S): _____

TENANT'S PHONE _____ (H/W/C) _____ (H/W/C)

EMAIL: _____ EMAIL: _____

EMERGENCY CONTACT NAME & NUMBER _____

VEHICLES Year / Make / Model

1) _____ LICENSE # _____
2) _____ LICENSE # _____
3) _____ LICENSE # _____

PROPERTY MANAGER INFORMATION

NAME & ADDRESS: _____

AGENT: _____

PHONE NUMBER _____ EMAIL: _____

PLEASE COMPLETE AND RETURN WITHIN 30 DAYS TO:
California Community Management, P.O. BOX 2666, Escondido, CA 92033
Email: info@cacomanagement.com or Fax: (760) 745-6936

THE ABOVE INFORMATION IS CONFIDENTIAL AND WILL BE USED FOR INTERNAL/EMERGENCY PURPOSES ONLY.

**HIDDEN TRAILS COMMUNITY ASSOCIATION
RULES ENFORCEMENT POLICY**

The following procedure will apply to all violations and infractions of the governing documents, Rules and Regulations or Architectural & Design Guidelines. However, nothing in this section shall obligate or require the Board, or any authorized committee to take such action. Owners may report violations to the Management Company or Board of Directors by submitting a written notice describing the violation. The Board of Directors, Management Company, or committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives. GENERALLY, though not necessarily, the Association will adhere to the following schedule: :

1. A first Notice of Violation to correct the violation will be sent by the management company. The notice will contain a description of the violation and a request for a written response from the owner within a specific period of time.
2. If the violation continues, or if the response is otherwise unsatisfactory, then a second Notice of Violation will be sent by the management company. In the second notice, the owner will be advised that a fine may be imposed and/or a hearing will be conducted by the Board or an appointed committee, if the violation is not corrected.
3. If the violation continues, or if the response is otherwise unsatisfactory after the second notice, the owner will receive a Notice of Hearing, were they will be invited to appear before the Board of Directors or an appointed committee. If the owner is unable to attend the Hearing, a written testimony may be submitted to the Board through the management company. The owner shall be notified of the hearing date at least ten (10) days prior to the specified date and the notice shall be mailed by First Class Mail and by Certified Return Receipt, to the last known address of the owners as shown on the Association's records. The Board or Committee shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty.
4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or Committee may impose additional or continuing fines until such times as the matter is satisfactorily resolved.
5. IF the violation continues, the Board may refer the matter to the Association's Legal Counsel.
6. If Alternative Dispute Resolution (ADR) is utilized, the owner will be required to pay at least one-half of all costs involved.
7. If a lawsuit is filed, the owner may be held liable for the Association's legal costs and fees.

The Board shall have discretion as to which of the foregoing legal remedies the Association may initiate against an Owner in violation of the Governing Documents, and when to do so. The Board is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law, determine what remedy to pursue and at what time. Immediate

legal action may be sought in the form of a temporary restraining order and/or preliminary injunction where appropriate.

HIDDEN TRAILS COMMUNITY ASSOCIATION

RULES VIOLATION REPORT

Date: _____

Person Making Report

Name

Address

Daytime Phone

Description of Rules Violation (Fill in as completely as possible)

Date: _____ Time _____ Location: _____

Description _____

Please type or print

Description of Violator (Fill in as completely as possible)

Name _____ Phone _____

Address _____ Vehicle License # _____

Witness/es (homeowner, Board or Design Review Comm. Member)

Name _____ Name _____

Address _____ Address _____

Signature _____ Signature _____

**PLEASE RETURN COMPLETED FORM TO MANAGEMENT COMPANY
CALIFORNIA COMMUNITY MANAGEMENT, P.O. BOX 2666
ESCONDIDO, CA 92033**

HIDDEN TRAILS COMMUNITY ASSOCIATION

FINE SCHEDULE

Fines for first time violations shall be levied in accordance with the following schedule:

Hazardous activities:	\$300
Use Restrictions:	\$150
Vehicle and Parking Restrictions:	\$150
Failure to Maintain Property:	\$150
Unauthorized improvements to Property	\$150
Any violation of the Bylaws, CC&R's, Rules and Regulations, or Architectural & Design Review Guidelines not specifically mentioned above:	\$150

Commencing 30 calendar days after the fine hearing at which a fine is initially assessed, fines for continuing violations will accrue for each partial or full month in which the violation continues, without need of a new fine hearing. Once the violation is corrected by the homeowner, the homeowner will notify the Board that the violation has been corrected by means of a letter to the property manager, and provide a mailing address and a phone number for the Board to contact the homeowner in order to confirm that the violation has been corrected, and to make an appointment for the Board to view the property. After the Board views the property, and determines that the violation has been corrected, the Board will direct the property manager to mail the homeowner a letter acknowledging compliance. Fines will cease accruing as of the date of the Board's approval letter.

Repeated violations may be increased double the initial fine at the discretion of the Board. Four (4) or more violations assessed to a single lot/home in any 12 month period may result in an additional fine of up to \$200 at the discretion of the Board of Directors.

Assessments: Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. The assessment levied to reimburse the Association for expenses and costs includes property manager time expended in relation to the individual violation(s) Notice of Violation, phone calls between the property manager staff and the homeowner or Board, room rental time, correspondence, postage and staffing costs reasonably necessary to prepare the Notice of Violation(s) and/or to enforce the fine/assessment, and any legal fees and costs incurred.

Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will typically range from \$100.00 to \$500.00 but substantially higher fines may be levied in extreme cases.

**HIDDEN TRAILS COMMUNITY ASSOCIATION
PARKING VARIANCE APPLICATION**

Name: _____ Lot # _____

Address: _____ Phone: _____

I. Reason for Variance Request: _____

II. **List All Vehicles** Owned/or Operated by Resident(s):

Vehicle 1/in Garage - Make: _____ Model _____

License # _____ Color: _____

Name on Title: _____

Regular Drive of Vehicle _____
.....

Vehicle 2/in Garage - Make: _____ Model _____

License # _____ Color: _____

Name on Title: _____

Regular Drive of Vehicle _____
.....

Vehicle 3/Variance - Make: _____ Model _____

License # _____ Color: _____

Name on Title: _____

Regular Drive of Vehicle _____
.....

Vehicle 4/Variance - Make: _____ Model _____

License # _____ Color: _____

Name on Title: _____

Regular Drive of Vehicle _____

An appointment will be set up for a physical inspection. Please be sure ALL vehicles are present at the appointment time, including garaged vehicles. Also be prepared to show proof of registration and insurance for all vehicles. There is a \$25.00 administrative fee required to process the Parking Variance Application, please make your check payable to Hidden Trails Community Association and submit to Management Company along with the completed application.

**If there is driveway parking available, a permit will not be granted.
Please return completed form to California Community Management, P.O. Box 2666
ESCONDIDO, CA 92033**