

WILLOW GLEN CREEK
HOMEOWNERS
ASSOCIATION
RULES OF CONDUCT

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HELPFUL PHONE NUMBERS

EMERGENCY..... POLICE..... FIRE..... AMBULANCE	911
EMERGENCY..... NON LIFE THREATENING	311
SAN JOSE POLICE DEPT	(408)297-3565
FIRE DEPT	(408)293-3323
AMBULANCE	(408)298-3131
ANIMAL CONTROL	(408)299-6100
SAN JOSE POLICE DEPARTMENT (CITY TOWING)	(408)277-5305
TOW SERVICE	(408)277-3957
CONDOMINIUM MANAGEMENT- San Jose	(408)977-1270
Maintenance	
Landscaping	
Security	
Architectural Alterations	

GENERAL POLICY GUIDELINES

The **RULES OF CONDUCT** represent some basic guidelines for resident activity and property use. The origin of the guidelines stem from the Covenants, Conditions and Restrictions (CC&R's) and policy guidelines/resolutions of the Homeowners Association. The purpose of the guidelines are twofold: first and foremost, the care and upkeep of the common properties belonging to the homeowners and the Association; secondly, to promote the health, safety, and welfare of all residents.

The policy for the correction of guideline violations is derived from the Homeowner Association's general fiscal policy guideline "common funds should be allocated only for common expenses."

When applied to **PROPERTY CARE AND MAINTENANCE**, this policy dictates that expenses related to common areas such as the landscaping, stairways, private streets and the like are to be funded by the Association on behalf of ALL the homeowners. Service expenses, which are not common in nature, should be funded by the corresponding property owner only.

When applied to **RESIDENT ACTIVITY** violations of the Rules of Conduct, the policy is substantially the same. The Management service is contracted to service the Association's corporate structure and "NORMAL" Homeowner/Resident service requests and complaints. **REPETITIVE** violations of the Rules of Conduct are deemed abnormal by virtue of their unacceptable affect on other resident's health, safety and welfare and their repetitive nature. Since the time required to deal with specific recurring resident activity violation is an additional burden/expense to the Association, it becomes a cost element which should be funded by the specific unit/property owner and/or their tenant.

In the event of tenant/rental guideline violations, the Association's policy will be to hold the absentee homeowner financially responsible for the activities of their tenants and/or their guests.

In summary, the time and materials expense incurred by the Association in order to correct abnormal property maintenance/use and activity violations is an expense assignable to a specific property owner.

I. DEFINITIONS

Unit - The boundaries of each Unit shall be the following: the interior unfinished surfaces (exclusive of paint, shingles, siding or other finishes) of the floors, ceilings, interior beams and columns, perimeter walls, bearing walls, doors, door frames, and trim and the interior unfinished surfaces and/or exposed surfaces of the fireplaces, if any, of said Unit. The unit shall include the airspace so encompassed by said boundaries, excluding all load bearing walls and all walls containing any utility conduit to the unfinished surfaces of any such walls. Each Unit specifically includes the oven, garbage disposal unit, dishwasher, heating conduits, range and fans, interior partitions, fireplaces and plumbing fixtures installed therein, and specifically excludes any foundations under first floor Units and attics above second floor Units, both of which are Common Area and not part of the Unit.

Common Area - "Common Area" shall mean all of the property comprising the Project which is owned by all of the Owners in common, but excluding the Units.

Exclusive Use Common Area - "Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and restricted to the exclusive use or possession of the Residents of a particular Unit. An exclusive easement to such Exclusive Use Common Area may be specifically granted in each individual grant deed conveying a Condominium; however, the failure of any such deed to set forth such grant of easement shall not invalidate the exclusive easement herein granted. Examples = carports, balconies, patios, storage areas, including storage doors.

Fire Lane - The project's private streets are ALL classified as FIRE LANES in that they represent the "primary" ingress and egress for the buildings throughout the project.

Office Time Expense - Administrative materials and effort, currently established at \$35. per hour.

Special Reimbursement Billing (SRB) - The billing format established for non-assessment type billing to unit/property ownership. Used primarily for noncompliance with Association Rules of Conduct, adopted guidelines and/or abnormal maintenance costs.

Invoice Reimbursement Billing (IRB) - The billing format established for non-assessment type billing to unit/property ownership. Used primarily for reimbursement of maintenance costs that are determined to be the responsibility of the Unit owner.

I. DEFINITIONS

Inoperable Vehicle - Any vehicle requiring and or undergoing repairs that renders the vehicle inoperable. Any vehicle lacking current posted registration.

Stored Vehicle - Vehicles parked in Common Area parking spaces, excluding carports, in excess of seventy-two (72) hours.

CC & R: Recitals

...IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof; and

IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth shall constitute enforceable equitable servitudes as provided in section 1354 of the California Civil Code, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

II. RENTAL PROPERTY RECOMMENDATIONS

1. **Number of Residents Per Unit** - Units are designed as single family dwellings. Residency should be limited to no more than two persons per bedroom.
2. **Property Review** - Some type of physical property review/inspection should be conducted on a weekly/monthly basis.
3. **Real Estate Management** - Homeowners who have contracted with a real estate firm for the management of their unit must notify the Association's management in WRITING. Please include the name of the person to be contacted and a phone number to call during normal work hours.

II. RENTAL PROPERTY RECOMMENDATIONS

4. **Self Management** - Homeowners who elect to manage their own rental should notify the Association in **WRITING**. Please include your new residence address and applicable phone numbers.
5. The **CC&R's** require lease agreements to be made in writing and be expressly subject to the **CC&Rs** and to the **Bylaws**. The breach of any provision shall be a default of the lease. Be sure to check your lease agreement form to make sure it includes this stipulation.
6. Please furnish your tenant with a **Rules Booklet** and insist that a statement be signed indicating that they have read, understand and agree to abide by the document.

CC&R Declaration 4.1 Residential Use: "Units shall be occupied and used for residential purposes only."

CC&R Declaration 4.2 Leasing of Units: "...No owner may lease less than the entire Unit. All leases must be in writing and be expressly subject to this Declaration and to the Bylaws. The breach of any provision hereof or of the Bylaws shall be a default under the Lease."

CC&R Declaration 4.7 Offensive Conduct: Nuisances Noise: No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Project, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Project, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Condominiums or Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of his or her Unit or of the Common Area.

CC&R Declaration 5.12 Access. The Board and its duly authorized agents or representatives shall have the right, after reasonable notice to the Owner thereof, to enter any Unit for the purpose of performing the maintenance authorized herein or for any other purpose reasonably related to the performance by the Association or the Board of their responsibilities.

III. GENERAL GUIDELINES

- A. **Property Use and Resident Conduct** - No unit shall be used in such a manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur.
- B. **Violation Control** - Repetitive violations of the Rules of Conduct guidelines are subject to warning notices and/or Special Reimbursement Billing. Please refer to the following Information/guidelines as to when a violation is subject to a Special Reimbursement Billing (SRB).
- C. **Pest Control** - Should the interior of the unit become infested with insects/pests that will spread to the other units, the property owner of the infested unit is required to notify the Association and the other unit owners of the infestation problem.
- D. **Maintenance and Repair :**
 - 1. Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
 - 2. All the repairs of internal installations of the unit, such as water, light, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, balcony/patio lamps and all other accessories belonging to the area shall be at the owner's expense.
 - 3. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

IV. ARCHITECTURAL CONTROL

- A. **Alterations or Notifications** - Additions to or remodeling of any restricted common area, especially exterior surfaces and landscaped areas, must be approved IN WRITING by the Association. Changes and/or additions, unapproved or unauthorized, are subject to returning the area to approved condition and/or a Special Reimbursement Billing covering the Associations cost for restoring it to an approved condition. Homeowners are responsible for insuring compliance by their tenants. (CC&R)

IV. ARCHITECTURAL CONTROL

- B. **Exterior Wires - Protrusions** - No resident shall install wiring for electrical or telephone installations, television antennae, satellite dishes, machines or air conditioning units, awnings etc., on the exterior of the buildings, or that protrude through the walls or the roof of the buildings except as authorized by the Association. (CC&R)
- C. **Signs** - No signs, notices or advertisements shall be posted in the common area unless authorized by the Homeowners Association.
Real Estate Sign - One sign of customary and reasonable dimensions may be posted inside the unit (window area) and/or on the patio/balcony fence of the unit. Signs may be hung from the balcony, however they may NOT be nailed/attached to any exterior surface of the common area and/or the balcony facts. Real Estate signs posted outside of these approved areas are subject to removal without notice and restoration of damaged areas. Sign removal is a Special Reimbursement Billing Item.
- D. NO exterior clothes line shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, porches or other Common Areas save and except the appurtenant patio. Clothes drying on the patios may not be visible to the common area and/or create a nuisance/eyesore the adjoining units.
- E. Alterations of any kind or nature to fences or balconies erected or maintained around any of the buildings are prohibited except as authorized by the Association.
- F. **Awnings/Shades/Window Covers**
1. Interior shades must be well maintained and removed if worn-out.
2. Installation of exterior awnings, window covers or security bars must be approved by the Association, In WRITING, prior to installation.
3. Interior window covers or curtains should be a neutral color.
- G. **Screen Doors** - Quality screen doors are permitted when installed properly and must be maintained by the unit owner. Type and installations are subject to approval by the Association.
- H. **Air Conditioners** - In-window air conditioners are NOT allowed. In-wall installations are permitted in the patio wall of the living room. All air conditioning units must first be approved by the Association in WRITING prior to professional installation.

IV. ARCHITECTURAL CONTROL

- I. **Antennas** - No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained on the Common Area including the outside of any Unit, except (i) those erected, constructed, or maintained by the Association, (ii) those expressly approved by the Board or (iii) as specifically permitted by law.

CC&R Declaration 4.7 Offensive Conduct. Nuisances Noise: No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Project, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Project, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Condominiums or Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of his or her Unit or of the Common Area.

CC&R Declaration 4.19 Signs: No sign of any kind shall be displayed to the public view from any portion of the Project except that this limitation shall not apply to: (a) Signs required by legal proceedings; (b) Signs which by law cannot be prohibited; (c) A single sign of customary and reasonable dimension and design, complying with the Architectural Rules and reasonably located on a Unit advertising a Unit for sale or rent; (d) A single identification sign which has been approved by the Board located on a Unit identifying the number or address of the Unit and/or the names of the occupants; (e) Signs approved by the Association located at or near any entrance to the Project identifying the Project; (f) Signs required for traffic control and regulation of streets or open areas within the Project; and (g) Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association.

CC&R Declaration 8.5 Interior Decorations. Each Owner shall have complete discretion as to furniture, furnishings, and interior decorating of the interior of his or her Unit and shall have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors bounding his or her Unit, and to substitute new finished surfaces for the finished surfaces existing on said walls, ceilings, floors, and doors, including, without limiting the generality of the foregoing, substitution of paint for paper or paper for paint, substitution of any type of panel for plaster or plaster for paneling, substitution of tile for paneling or paneling for tile or substitution of wood for linoleum or tile or of linoleum or tile for wood; provided that no Owner shall do anything in or about his or her Unit that will affect the structural integrity of the building in which it is located, and provided further that

windows shall be covered only by drapes or shades and shall not under any circumstances be painted or covered by foil, cardboard, or other similar materials.

V. GUIDELINES FOR COMMON AREA USAGE

A. Animals and Pets

1. No animals or reptiles of any kind shall be raised, bred or kept in any unit or common area for commercial use or purpose.
2. No animal except birds or dogs and cats weighing LESS THAN TWENTY FIVE (25) POUNDS shall be kept or harbored in the development unless the same in each instance be expressly permitted in writing by the Association. (CC&R)
3. No more than TWO (2) small household pets may be kept in a unit. Homeowners renting their units must inform their tenants of the large dog/animal restriction and will be responsible for enforcing this regulation.
4. Any pet causing or creating a nuisance and/or unreasonable disturbance is subject to permanent removal from the property.
5. Under no circumstances may any occupant keep or tether pets (dogs, cats, or others) in the common areas.
6. Dogs must be maintained within the walls of the resident's unit and restricted common area must be on a leash or carried when outside, and must not be allowed to roam. Pets are not allowed to defecate in the common area, bushes or plants.
Recommendation - A disposable plastic bag and perhaps a pooper scooper should be part of a walk-the dog/pet kit.
7. Under no circumstances shall food be left in the common area for the purpose of feeding animals. Any such food and/or container found in the common area is subject to immediate disposal without prior notice.
8. Any person bringing or keeping a pet or animal within the Project shall be liable to the Association and all other persons for any injury or damage to persons or property caused by the animal.

CC&R Declaration 4.15 Animals.

4.15.1 Limitation on Pets. No dogs, cats, birds, or other animals of any kind shall be kept, maintained, or bred in any Unit or within the Project except that domestic dogs not exceeding 25 pounds, cats and other customary household pets may be kept in reasonable numbers and size, subject to the Rules, provided they are not kept, bred, or raised for commercial purposes. Unless otherwise provided in the Rules, "reasonable numbers" shall be deemed to limit the total number of all dogs, cats, and birds kept in a Lot to two (2). While in Common Areas each dog must be restrained on a leash held by a responsible person capable of controlling it.

4.15.2 Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Project by such pet. Each Owner, Resident, and any person bringing or keeping an animal within the Project shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Project by such person or by members of his or her family, tenants, guests, or invitees. The Owner shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Project by the Owner, members of his or her family, guests, tenants, or invitees.

4.15.3 Pet Rules. The Board may adopt and enforce Pet Rules in addition to the provisions of this Section 4.15. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance to any other person.

- A. **Yard Sales** - Garage/yard sales are not permitted in the common area or the restricted common area at Willow Glen Creek.
- B. **Refuse Areas** - Refuse areas must be kept clean and free of debris. All refuse must be put ~~INSIDE~~ the refuse containers in designated areas. Refuse must not exceed the rim of the container. All recycle items must be placed in the appropriate container that is located at designated refuse areas.

Recommendation: Should an excess of garbage happen, please do not use paper bags - use ONLY plastic bags securely fastened for excess garbage. In addition, kitty litter should be placed in securely fastened plastic bags before disposing of in the refuse container to prevent spillage. Small children should be supervised when using the area.

- C. **Refuse Pick-Up** - Refuse service is paid for by the Association. Refuse container pick-up is conducted on a regular basis. Cleanup of the holding area by the Homeowners Association is conducted on the day of refuse pick up.
- D. **Recreational Activities** - Common area shall not be used in such a manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur.
- E. **Approved Parking** - Parking is authorized in the unit's assigned carport space, and common area parking spaces only. Vehicles parked outside these areas, on restricted common areas and/or in FIRE LANES are subject to removal without notice at the owner's expense.
- F. **Common Area Parking** - No vehicle, including recreational vehicles, boats or trailers, shall be parked in or on common areas without Homeowner Association approval. No vehicle may be kept in the same common area parking space for more than 72 consecutive hours. Inoperable/stored vehicles, vehicles undergoing repairs and/or vehicles without current posted registration are not permitted. Violations subject vehicle to citation, fines and/or TOW, at owners expense.
- G. **Vehicle Washing** - The washing of vehicles within the Project is prohibited except at designated locations that are approved by the Association.

VI. GUIDELINES FOR RESTRICTED COMMON AREA

- A. **Balcony/Fence Railings** - No railing may be used for drying and/or laundering clothes, towels, and the like. The balcony area should be maintained in a neat and orderly condition at all times. No items may be stored on the balcony that create a nuisance or visible eyesore to the adjoining units. Unpainted lattice is permitted to be attached to a balcony/fence providing that the lattice does not extend more than 18" over the fence rail, the lattice is not attached to building siding, the lattice does not come in contact with the balcony/patio surface and the owner has received prior written approval from the Association. Planters located on balcony/fence railings are prohibited. Planter hooks that hang over railings so that planters face the interior of the balcony/patio are approved by the Association.

VI. GUIDELINES FOR RESTRICTED COMMON AREA

- B. **P.G.&E.** - The private use of common area P.G.&E. is prohibited unless authorized in writing by the Homeowners' Association
- C. **Lighting** - Common area lighting is maintained by the Association. Please do not tamper with or adjust lighting control units. Should the lighting require service other than regularly scheduled service, please notify the Association.
- D. **Storage of Items** - Flammable materials or flammable liquids are not allowed in the carport area or any common area at any time. Under no circumstances may any occupant cause to be accumulated debris such as old papers, magazines, boxes, gasoline or the like. Firewood may only be stored in the patio and no contact with a fence or building siding is permitted.

GUIDELINES FOR VEHICLES

- E. **Vehicle Condition** - Vehicles must not be a nuisance or hazard to the adjoining units. Vehicles must be kept in such a manner that it does not interfere with the areas assigned to the other occupants of the building, their safety, their freedom of access to, or use thereof. No inoperable vehicles are allowed on the property and all vehicles must display current registration.
- F. **Oil Drippings** - Oil dripping from vehicles is not allowed. Should this happen, the excess oil must be cleaned-up immediately. Violations of this guideline are subject to clean-up by the Homeowners' Association without notice. Homeowner Association clean-up is subject to **Special Reimbursement Billing (SRB)**.
- G. **Vehicle Painting** - No vehicle may be spray painted in or on the carport, common area and/or restricted common area.
- H. **Vehicle Parking** - So as not to damage common area landscaping, no vehicle may be backed into an assigned carport space or a common area parking space.
- I. No repairs to vehicles are allowed on the premises other than immediate emergency repairs.

GUIDELINES FOR VEHICLES - contd.

- J. No RVs, trailers, boats, mobile homes, campers or commercial vehicle or truck other than a standard size pickup may be parked upon any area within the Project.

CC&R Declaration 4.21 Parking Enforcement. In addition to the provisions of Section 4.20 above, the Board shall have the power and authority to adopt, promulgate, and enforce parking rules and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Project in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non-Residents of the Project shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Condominium Owner responsible or whose household members, tenants, contract purchasers, or guests are responsible for the presence of such vehicle.

VII. GUIDELINES FOR USE OF THE CLUBHOUSE

1. A \$100.00 security/cleaning deposit is required in advance. The deposit will be refunded to the Lessee/tenant when the facility has been inspected and is cleaned to an approved condition.
2. A \$25.00 non-refundable usage fee is required for the use of the facility. Reservations must be made two weeks in advance.
3. Make arrangements to pick up the keys for the clubhouse with Condominium Management at 1635 The Alameda, Suite 220 San Jose, CA, Monday-Friday between 8:00 a.m. - 12 noon and 1:00 p.m. - 5:00 p.m.
4. In order for the deposit to be refunded, the sinks and counters need to be cleaned, trash is to be bagged and removed, floors need to be vacuumed, tape must be taken off the walls, clean all spots on the rugs, clean and sweep out the fireplace, clean bathrooms and floor areas, close the blinds, turn down thermostat and lock all doors.
5. The Lessee agrees to reimburse the Homeowners Association for all damages to the premises or properties, to be determined by the cost to repair or replacement. Homeowner/Lessee is responsible for all damages caused by their tenant and/or guests.

VII. GUIDELINES FOR USE OF THE CLUBHOUSE

6. The Lessee/tenant agree that the Association is not liable for accidents, lost, stolen, or misplaced articles.
7. Excessive noise of any type will not be allowed to disturb the adjacent residents.
8. The reservation of the clubhouse does **NOT** include the use of the pool or pool area.
9. There will be no pets allowed in the Clubhouse or pool area at any time.
10. Activities for children or teen private parties must be properly chaperoned and reservation made by the adult member of the Association. It is recommended that the person remain present during the event. The chaperon may be a designated representative of the homeowner over the age of 21. Children under the age of 14 are not permitted unless accompanied by adult.
11. The Clubhouse will not be available for rent on Memorial Day, Fourth of July, or Labor Day.
12. No commercial ventures or anything that would require admission charge or involve the sale of goods, even if the amount is only to defray costs, without the express written consent of the Association.
13. The Association, its officers, committee members and management company employees will not be responsible for injuries or accidents which members or guests may suffer nor be responsible for injury or loss of personal belongings of any member or guest. The Association officers, committee members, and management company employees reserve the right to inspect the Clubhouse and adjacent areas at any time.

VIII. GUIDELINES FOR SWIMMING POOL USE

1. Let's all join together in taking pride in our pool area. Keep it clean and attractive by not leaving any trash around. Please deposit all trash in the container provided at each pool area.
2. The pool and spa area belong to all homeowners of WILLOW GLEN CREEK. When using the facilities, please have consideration for others.
3. The pool and spa are for the use of residents and guests of our complex only. Keys are not to be distributed to non-residents. This will result in loss of pool privileges.

VIII. GUIDELINES FOR SWIMMING POOL USE

4. The pool hours are 10:00 a.m. to 10:00 p.m., Sunday thru Thursday and 10:00 a.m. to 11:00 p.m. Friday, Saturday and holidays. Children under fourteen (14) years of age are not allowed to use the pool and spa area without the supervision of a responsible adult.
5. Due to health and safety reasons, no children under eight (8) years of age are allowed in the spa.
6. No glassware is allowed anywhere inside the pool area gates. Non-breakable glasses, cups, etc. only, and please deposit bottle tops and pull tabs in the garbage container that is located at each pool area.
7. Water games, running excessive splashing or boisterous play are not permitted.
8. Lifesaving equipment is not to be used for play.
9. Musical instruments or radios are to be kept at low volume and if complaints occur, they must be turned off.
10. Absolutely no cut-offs or street clothing of any kind is allowed in the pool or spa. Bathing Suits Only!! Threads from clothing clog in filters and result in expensive repairs.
11. No pets are allowed in pool area at any time.
12. The thermal cover should be replaced after using the spa. This helps keep the PG&E costs down (heating the pool/spa is paid through your monthly assessment).
13. Guests shall be accompanied by a resident in the pool area. Homeowners are fully responsible for the conduct of their guests. Guests shall be subject to the same rules and regulations applicable to homeowners. Guests are limited to two per unit.
14. Be sure to keep the pool gates closed and locked.
15. All who swim do so at their own risk. The Association and/or Directors is not liable for injury or accidents which members or guests may suffer, or responsible for loss of personal property of any member or guest using the pool area.

NOTICE OF RESOLUTION

The following are resolutions adopted by the Association. The purpose of these resolutions is to create an additional avenue responsibility factor for abusive use of the facilities comprising all common area. These resolutions are deemed deterrents for abnormal behavior and abusive use of property. The underlying reason for adopting these resolutions is quite basic... "common funds should be used for common expenses." All expenses other than common to everyone, come under specific and may perhaps be subject to the resolutions. The following summaries are submitted for ease of understanding.

SUMMARY OF RESOLUTION FOR EXTRAORDINARY ADMINISTRATION

Repeated violations of the Association Covenants, Conditions and Restrictions (CC&R's) by homeowners and/or their tenants requiring correspondence from the Association or its Management will be recorded and logged so that office time and materials can be billed back against the homeowners creating this additional demand on administrative time. Each billing will be sent to the homeowners and may constitute a lien against title. The billing cost for office time is \$35.00 per hour.

SUMMARY OF RESOLUTION FOR EXTRAORDINARY MAINTENANCE

This resolution allows identification of homeowner responsibility by visual inspection or observation. It deals only with abusive property damage and allows for property restoration and billing without prior notice of intent to do so.

COMPLIANCE SUMMARY

The vast majority of Homeowners/Residents will never be exposed to potential effects of these resolutions. Records indicate that approximately 29% of the residents account for 99% of the administrative time dealing with extraordinary resident activity problems. It is this 29% factor that these programs will affect and financially penalize.

Since there may be obvious injustices to the enforcement of the foregoing resolutions, all Special Reimbursement Billings are subject to appeal. The appeal process must be in written form and/or a hearing with the Judicial Review Committee. Please contact the Association's Project Manager at the Management Office for hearing time and date arrangements.

Funding Disclaimer: All funds derived from the resident activity portion of this program are the sole property of the Homeowners Association.

RESOLUTION FOR EXTRAORDINARY ADMINISTRATION

WHEREAS: The Homeowners Association is primarily responsible for the enforcement of those Rules of Conduct as recorded in the Covenants, Conditions, and Restrictions (CC&R's) and adopted by the Board of Directors.

WHEREAS: The cost associated with the labor and materials needed to effectively process repetitive complaints of this nature represent a burden on the administration of the project as a whole.

WHEREAS: Each unit owner is by property ownership and title assumed to be in possession and responsible for written documents containing the above referenced Rules of Conduct.

IT IS HEREBY RESOLVED: The labor and materials cost associated with repetitive violations of the Rules of Conduct will be the responsibility of the unit owner from which the violation originated.

BE IT FURTHER RESOLVED: Repetitive violations are defined as violations occurring after written notice has been mailed to the address of the unit owner.

BE IT FURTHER RESOLVED: Proper notice will be assumed if mailed to either the property address or the address supplied the Homeowners Association by the unit owner.

BE IT FURTHER RESOLVED: The cost for administrative labor and materials is set at \$35.00 per hour.

BE IT FURTHER RESOLVED: Mailing of written notice of violation shall serve to initiate this program without subsequent notice of intent. The cost of violations will be invoiced to the unit owner separately on billing forms titled "Special Reimbursement Billings."

BE IT FURTHER RESOLVED: Disputes arising from this resolution subject to appeal and review hearing by the Association/Board Directors provided the objection and the request for appeal submitted to the Homeowners Association in writing.

ABSENTEE HOMEOWNER RESOLUTION

WHEREAS: Unit owners are expressly given the right to rent or lease their property rights subject to the responsibilities as set forth in the Covenants, Conditions and Restrictions (CC&R's).

WHEREAS: The practice of indiscriminate rental procedures has created unacceptable, abnormal living activities from the tenants of these leased or rented properties.

WHEREAS: Unacceptable, abnormal living activities create repetitive violations of the Rules of Conduct and abusive property use.

WHEREAS: The administration of the project as a whole is designed primarily for resident homeowners and the administration of tenant oriented problems create an additional burden on project administration.

IT IS HEREBY RESOLVED: The labor and materials cost associated with administering repetitive violations of the Rules of Conduct or extraordinary property maintenance and repair shall be the responsibility of the unit owner.

BE IT FURTHER RESOLVED: Repetitive violation of the Rules of Conduct is defined as violations occurring after written notice is mailed to the address supplied the Homeowners Association by the absentee homeowners. Extraordinary property maintenance and repair is defined as that which is set forth in the resolution entitled "Resolution for Extraordinary Maintenance."

BE IT FURTHER RESOLVED: Proper notice will be assumed when mailed to the address supplied the Homeowners Association by the unit owner.

BE IT FURTHER RESOLVED: The cost for administrative labor and materials is set at \$35.00 per hour.

BE IT FURTHER RESOLVED: Mailing of written notice of violation shall serve to initiate this program without subsequent notice of intent. The cost of violations will be invoiced to the unit owner separately on billing forms entitled "Special Reimbursement Billing."

BE IT FURTHER RESOLVED: Disputes arising from this resolution are subject to appeal hearing and review by the Board of Directors provided the objection and the request for appeal are submitted to the Homeowners Association in writing.

RESOLUTION FOR EXTRAORDINARY MAINTENANCE

WHEREAS: The monthly assessments collected by the Homeowners Association from the property owners are intended for use in carrying out the responsibilities associated with the project as a listed in the whole and as listed in the Covenants, Conditions and Restrictions (CC&R's).

WHEREAS: The funding of cost categories associated with the maintenance of all common area (including but not limited to, buildings, carports, storage areas, refuse areas, patios, and all unrestricted common area whereon landscaping or improvements lie, is calculated from normal maintenance schedules.

WHEREAS: The property abuse and/or vandalism of the above referenced areas can be isolated to their respective location in the project.

WHEREAS: The cost of repair and replacement for abusive and/or vandalized property represents an improvement to property to wit property title is specific and recordable.

WHEREAS: This type of repair to specific property is in conflict with the concept of "common funding for common expenses" and an unnecessary burden on all homeowners.

IT IS HEREBY RESOLVED: Responsibility for cost of repair on restricted common property vandalized or abused will be assigned to those property owners holding title to the property address.

BE IT FURTHER RESOLVED: Restricted common areas such as carports, storage areas, balconies/patios and refuse areas are isolated for responsibility as follows:

- (1) Carport area designated for specific use by unit be assigned cost reimbursement responsibility. (Exception: verified responsible party for damage or abuse.)
- (2) Storage areas designated for specific use by restricted access to the residents of a unit will be designated the responsibility of the unit owner. (Exception: verified responsible party for damage or abuse.)
- (3) Refuse areas designated for specific use by access to residents of the complex will be designated the responsibility of all unit owners comprising the complex as a whole. (Exception: verified responsible party for damage or abuse.)
- (4) Balconies/patios designated for specific use by unit number will be assigned cost reimbursement responsibility. (Exception: verified responsible party for damage or abuse.)

BE IT FURTHER RESOLVED: The procedure for enforcing these policy resolutions will not require that notice to repair be sent prior to effecting repair. Responsible parties will be invoiced separately on billing forms titled "Special Reimbursement Billing."

BE IT FURTHER RESOLVED: Disputes arising from this resolution are subject to appeal, hearing and review by the Association/Board of Directors provided the objection and request for appeal are submitted to the Homeowners Association in writing.