

# HAMPTON VILLAGE HOMEOWNERS' ASSOCIATION



## Operating Rules

Adopted October 17, 2012

**HAMPTON VILLAGE HOMEOWNERS' ASSOCIATION**

c/o The Management Trust, Kocal Division

P.O. Box 1459

Folsom, CA 95763

**APPLICATION FOR VARIANCE**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE #: \_\_\_\_\_

The undersigned Owner hereby petitions the Board of Directors for a variance of the Operating Rules for the following:

Describe in detail the variance requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe in detail the reason the variance is requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner \_\_\_\_\_ Dated \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY**

\*\*\*\*\*

Board of Directors recommends \_\_\_\_\_ on \_\_\_\_\_ date  
approved disapproved

Date Request Received \_\_\_\_\_

Variance Request Decision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Results Mailed to Resident \_\_\_\_\_ By \_\_\_\_\_

# Operating Rules

The Hampton Village Operating Rules is a set of expectations with respect to the activities of all Owners and Residents within the Hampton Village here in Sacramento, California. These Operating Rules are designated to help enhance property values and quality lifestyles within the Hampton Village Community.

This document, as adopted by the Homeowners' Association of Hampton Village explains restrictions as indicated in the CC&R document for this Community. Owners and Residents are expected to be familiar with the requirements of the Operating Rules as well as the CC&R Document.

The Association's Management Company will be performing periodic routine visits to the Hampton Village Community during which attempts will be made to verify that all Operating Rules are being met.

Each owner has the right to bring concerns regarding adherence to the rules to the attention of the Management Firm. It is anticipated that Residents may discuss concerns with their neighbors first. If you have a matter that cannot be resolved by speaking with your neighbor first, then please direct your concern to the Management Company.

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## **VEHICLE AND PARKING RESTRICTIONS**

All streets in the Hampton Village Community are private; nevertheless, the City of Sacramento and the Sacramento Police Department are empowered to enforce the California Vehicle Code as if the streets were public (Vehicle Code Section 21107.7).

### **PASSENGER VEHICLES AND TRAFFIC**

The speed limit within the Community is 15 MPH.

Non-street rated vehicles (i.e., motorized scooters, mini-bikes, go-carts, ATV's, off-road vehicles etc.) or unlicensed motor vehicles are not permitted to operate within the Community.

Vehicles emitting excessive noise or fumes are not to be operated within the Community.

### **PARKING ENFORCEMENT**

Parking restrictions within the Hampton Village Community will be enforced and may include towing of vehicles to maintain compliance. Any vehicle which is parked in violation of the provisions of the Governing Documents may be removed at the sole expense of the Owner of the vehicle pursuant to California Vehicle Code Section 22658 upon notification by Management to the tow company.

### **RESIDENTIAL GARAGE AND DRIVEWAY PARKING**

Garages are required to be parked to capacity before using the driveway for parking. If you have a two-car garage, and you have two (2) vehicles, you are required to park your vehicles in the garage. If you have three (3) or four (4) vehicles, then two (2) are to be parked in the garage and the other vehicles will be allowed to be parked in the driveway. If you have an oversized passenger vehicle (large pick up, SUV, etc.) that does not fit in the Unit's garage, you may then park this vehicle in the driveway serving your residence.

Parking is permitted in individual driveways only where the parked vehicle does not extend over the sidewalk or street. Under no circumstances may Residents or Guests block the driveway of another residence. Driveways must be kept unsoiled and free of oil stains or drip pans.

No vehicle shall extend into any portion of the Common Area including but not limited to the sidewalk or the street. Any vehicle blocking access to a sidewalk may be towed at any time.

Vehicles must be parked perpendicular to the garage while in the driveway except when the Owner is physically present with the vehicle.

Garage doors shall remain closed, except when the garage is in use.

Unless expressly authorized beforehand in writing and then subject to such conditions as may be imposed by the Homeowners' Association Board of Directors, the following activities are prohibited within the Community:

1. Using a garage for storage so that it cannot be used to park an Owner's or Occupant's motor vehicles to the garage capacity. If an Owner or Occupant has more motor vehicles than the garage's capacity, such vehicles shall be parked in the driveway serving the garage.
2. Converting a garage to living quarters or otherwise disabling it from being used for vehicle parking. This does not prohibit the placement of a freezer, or other such item in a garage, provided such placement does not disable the garage's capacity for parked vehicles. This does not prohibit temporary driveway parking for the sole purpose of garage cleaning or other work that does not permit vehicle occupancy to the garage's capacity; provided, parking or placement of any vehicles or other mechanical equipment for the purpose of repairs or reconstruction is within an enclosed garage or unit.
3. Parking inoperable, damaged or vehicles that are not maintained, on driveways. Inoperable vehicles include those without current registration displayed on the rear license plate of the vehicle. No vehicles may be placed on jacks, left abandoned, stored, or have the appearance of being abandoned, left unattended, or left inoperative, except behind closed garage doors. A vehicle is considered abandoned after seven (7) days unless the Management Company has been notified of the circumstances.
4. Performing automotive maintenance or repair (including oil changes) within the development, except for minor repairs such as tire changes. Any minor work shall be completed within one (1) hour.
5. Parking light pick-up trucks containing exterior racks or commercial-type storage on any driveway.
6. Parking, or maintaining outside of garages, commercial vehicles, trailers of any kind or vehicles exceeding an exterior length of 225 inches, and vehicles exceeding three (3) tons in weight, or similar vehicles except:
  - a. Where required temporarily (no longer than eight (8) hours) for the construction, repair, refinishing, or maintenance of any part of the Community.
  - b. For moving furnishings, equipment or supplies into or out of the Community, for no longer than eight (8) hours.
7. Overnight parking outside of garages of commercial vehicles, motor homes, campers, boats or trailers of any kind. Parking outside of garages of motor homes, campers, boats, moving vans, and delivery vehicles will be limited to a reasonable time (no longer than eight (8) hours) for loading and unloading only.

These vehicles may not be parked to block any driveway or passage of community traffic and they must be parked to the flow of traffic.

8. Parking for more than five (5) minutes in parking spaces designated for mail pick-up.

## **PARKING ON THE STREETS**

Residents are not authorized to park on the streets within the Hampton Village Community. Parking is not permitted at any time in red zones, in front of fire hydrants, in emergency vehicle access areas, in Community entry ways, in any area marked "No Parking," or parking that blocks a neighbor's driveway.

## **GUEST PARKING**

Designated guest parking spaces are marked. Residents may not park in guest spaces. Parking is limited in the Community, so please be courteous.

When a resident hosts an event it is recommended that the Resident's Guests carpool due to limited amounts of parking spaces within the Community. Guests are encouraged to park in the host's driveway as space permits.

Overnight parking outside of garages of commercial vehicles, motor homes, campers, boats or trailers of any kind is prohibited in the Community.

Any vehicle parked in guest parking for more than two (2) consecutive overnight periods (overnight is defined as 8pm to 6am) or parked in violation of any Community parking rules will be towed at the Owners' expense pursuant to VC 22658(a).

Inoperable, damaged, or vehicles that are not maintained are not permitted in guest parking. Inoperable vehicles include those without current registration displayed on the rear license plate of the vehicle. No vehicles may be placed on jacks, left abandoned, stored, or have the appearance of being abandoned, left unattended, or left inoperative.

## **NOISE**

Loud Noise to include pets, parties, music, electronics, television, power tools, vehicles, etc. must comply with the noise ordinance of the City of Sacramento. We live in close quarters, please be considerate of your neighbors. All owners must honor the quiet enjoyment of the Community.

## **PESTS**

No resident should leave food or garbage exposed which might attract ants, termites, rodents, or other pests onto or into any part of the Hampton Village Community.

The Homeowners' Association shall provide appropriate pest removal services in order to eradicate such pests that originate from the Common Area, unless caused by

Homeowners, Residents, Tenants, Guests, or Invitees. Preventative maintenance measures should be taken to eliminate pigeons and their droppings on the roofs and eaves of Hampton Village structures.

## **RESPONSIBILITY FOR PETS**

An Owner or Tenant may keep two (2) customarily un-caged household pets within the Owner's unit. Each owner or tenant may also keep a reasonable number of customarily indoor small caged animals, birds or fish.

The following pets are prohibited from residing at Hampton Village: pitbulls and fowl. The Homeowners' Association has the right to prohibit the keeping of any pet which, after Notice and Hearing, is found to be a nuisance to other owners.

No animals may be kept for commercial purposes.

No dogs shall be allowed in the Common Areas unless it is under the control of a responsible person by leash.

Each Owner, Resident, Tenant or Invitee will clean up after its pet so that the Common Area is in the same condition it was in immediately preceding its use by the pet. Residents must clean up their pets' feces and urine within their units to include patios and balconies, so as not to create an odor, insect infestation, or health hazard. Pet Owners are responsible for any personal injury or property damage caused by their pet.

Pets must be registered, licensed and inoculated as required by the City of Sacramento. Animals which are found by the City of Sacramento to be vicious by nature or temperament may be removed and delivered to a pound, animal shelter, or animal control officer without liability to the Association. Refer to the City of Sacramento Animal Control Ordinances.

## **FRONT PORCHES**

Front porches are to be kept neat, clean and free of clutter.

All storage must be inside of your unit. Nothing may be stored outside the front doors or in any other Common Area including front porches.

Broken planters and dead plants must be removed from your front porch. Plants are permitted as long as they are placed in decorative pots. Furniture or decorative items placed on the front porch should be suitable for the size and space as well as being designed for outdoor use. No indoor furniture is permitted on the front porch.

Items must not block an exit/entrance or interfere with a neighbor's unit or Exclusive Use Common Area. Toys, bicycles, tricycles, scooters, etc. are not permitted to be stored on the front porch.

The flooring of the front porch may not be pierced or punctured in any way.



## **PATIOS AND BALCONIES**

Patios and balconies are to be kept neat, clean and clear of clutter.

All storage must be inside of your unit. Nothing may be stored in Common Areas including Exclusive Use Common Areas such as patios and balconies.

No fire pits are to be used on balconies or patios.

Items such as outdoor patio furniture, propane barbeques, children's toys, portable storage units, etc. are to be maintained in proper operational repair. Broken or torn items are to be repaired or disposed of properly. Broken planters and dead plants must be removed from patios and balconies.

No indoor furniture is to be kept on the patio. The Association reserves the right to require removal of furniture if it is not being maintained.

Items on patios must be consistent with the space provided so as not to block doorways or access to the air conditioning unit.

Towels, rugs, clothing and other similar articles shall not be hung from any window, railing, balcony, or fence. Garden hoses, garbage cans, brooms, mops, cardboard boxes, and similar items are to be kept out of view from the Common Area.

Owners will be responsible for maintaining landscaping inside their patio walls, including vines which may grow over patio walls from the Common Area. Under no circumstances may owners allow vines to climb from the patio wall onto walls of the building/residence. If Owner(s) allow vines to grow onto the building walls, the Association will remove the vines at the Owners' expense.

The flooring and walls/railings of balconies and patios may not be pierced or punctured in any way without approval from the Architectural Committee.

Balcony railings may be covered only with the approval of the Architectural Committee.

Any item located on a rear patio or balcony that exceeds the height of the wall or railing enclosing the patio or balcony must be approved by the Architectural Committee. This shall not apply to standard patio umbrellas of a neutral color to include tan, brown, and white. Any other items must be approved by the Architectural Committee.

## **GARBAGE AND REFUSE DISPOSAL**

All trash and recycling receptacles are to be stored in each resident's respective garage at all times. The only exception is for trash removal by the local garbage collection company. Recycling and garbage receptacles can only be placed outside the garage at the appropriate curb pick-up area on the night before and the day that pick-up is to occur. Trash cans may be placed on the curb no earlier than the night before pick-up

and are required to be stored back in the garage by the end of the day or they will be subject to removal.

Garbage and recycling receptacles must be clearly labeled with the Unit Number. In the event of a storm and the displacement of these receptacles, it is the Residents' responsibility to locate their respective receptacles and return them to the inside of their garages. The Homeowners' Association will provide general clean up in the Common Areas that may be associated with such a storm.

## **SIGNS**

Subject to applicable City of Sacramento ordinances and approval by the Association, no signs of any kind will be displayed in the public view on or about the Common Area or any Unit in the Community except:

1. Signs advertising a Unit for sale or lease. Such signs must be professionally made and removed within two (2) weeks after the close of a sale or lease has been entered into.
2. Such signs advertising a unit for sale or lease must be located in the window of the Unit.
3. Such signs and notices as are required as an incident to legal proceeding or the pursuit of legal rights or remedies.
4. Appropriate safety, directional and identification signs installed as required by law.
5. Entrance signs and monuments installed as part of the original construction of the Community.
6. Signs that designate political issues, nominees, political parties, or any combination of them, provided such signs do not exceed nine (9) square feet in area. No campaign signs are allowed in the Common Area.
7. Non-commercial signs, flags, or banners may be made of paper, cardboard, cloth, plastic or fabric. They may not be made from lights, building or paving materials, plants or balloons. The signs may not be painted on architectural surfaces.

## **WINDOW COVERINGS**

Permanent window coverings are required to be installed not later than ninety (90) days following the close of escrow. Window coverings must use materials designed for window covering to include drapes, shades, shutters, blinds, etc. Unacceptable materials include sheeting, bed linens, posters, cardboard, newspaper, aluminum, or metal foil, reflective materials, etc.

All window coverings installed in the windows of the Units which are visible from the exterior of the Unit shall be neutral in color. Colored window coverings may be installed as long as they are backed with a neutral color.

Garage windows may be covered with non-permanent black material from inside of the Unit for privacy.

Window tinting requires approval from the Homeowners Association. (See Architectural Section.)

## **HOLIDAY OR SEASONAL DECORATIONS**

Holiday or seasonal decorations are permitted as long as they do not mar or puncture the structure or sidewalks of the Unit. Décor should not interfere with the proper operation of doors, windows, or garages. Decorations may not be put up more than thirty (30) days before a holiday and must come down no later than thirty (30) days after the holiday.

## **SATELLITE DISHES**

Satellite dishes must be one meter or less in diameter pursuant to the applicable Federal law. Strength reception criteria are usually 70%. Therefore, the approved locations for placement of the dish are as follows:

- The satellite dish is to be placed in the air space of the back patio or balcony area but shall not be attached to the building. The flooring and walls/railings of balconies and patios may not be pierced or punctured in any way without approval from the Architectural Committee.
- A waiver of the approved locations may be granted if the Owner can reasonably show that installation at approved locations will impair reception, unreasonably delay installation, or unreasonably increase the cost of installation.
- Dishes may not protrude out over any walkway, may not be installed on a roof, attached to the siding or installed anywhere in the Common Area. Any service lines for cable service or the dish may not enter the building through the siding but may enter the building through the trim.
- The Owner will be responsible for any damage caused by installation of either the dish or cable. Any damage to the dish shall be the responsibility of the individual Owner.
- Exposed wiring shall be kept to a minimum, be neatly installed with proper caulking, etc. and be painted to match the existing trim or wall color(s).

## **ARCHITECTURAL COMMITTEE (AC)**

The Architectural Committee (AC) is responsible for approval of any exterior changes to Hampton Village residences and Common Buildings.

The AC has been established in order to maintain the uniform aesthetic attractiveness of Hampton Village.

The AC shall initially consist of a chairman and two additional members. Persons appointed to the AC by the Homeowners Association Board shall be Members of the Hampton Village Homeowners Association.

Homeowners wishing to obtain approval for exterior changes must submit the following form (see instructions on next pages). The AC shall review and approve, conditionally approve, or deny all plans and submittals. Any proposal which has not been conditionally approved or rejected within 60 days following the date of submission will be deemed approved only if the applicant has a written receipt from the AC or its authorized agent that identifies the date the application was received by the AC.

Any proposed alteration must (1) conform to the CC&Rs and the Architectural Standards in effect at the time the proposal was submitted and (2) be aesthetically consistent with the Hampton Village project as to harmony of exterior design, landscaping, color schemes, exterior finishes and visibility with respect to existing structures and environment and placement of structures with respect to topography and finished grade elevation.

No construction or exterior alteration is permitted without written approval from the Architectural Committee. Any alteration or modification made in violation of this rule will be removed at the Owner's expense.

# HAMPTON VILLAGE HOMEOWNERS' ASSOCIATION

## HOME IMPROVEMENT APPLICATION

PLEASE MAIL THE COMPLETED APPLICATION WITH ANY SUPPORTING DOCUMENTS  
WITH A **\$20 CHECK MADE PAYABLE TO TMT: KOCAL DIVISION TO:**

HTV c/o TMT: Kocal Division  
PO Box 1459  
Folsom CA 95763

NOTE: No work may begin until written approval is obtained. All applications should be submitted with a plan to scale (2 copies).

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT NO: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PROPOSED COMPLETION DATE: \_\_\_\_\_

### TYPE OF ARCHITECTURAL AND/OR LANDSCAPING IMPROVEMENT

#### MODIFICATIONS / ADDITIONS:

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- Remodeling/Additions
- Garage Doors/Exterior Doors
- Driveway/Walkways
- Gazebos/Sheds/Play Equipment
- Greenhouses/Sun Rooms
- Swimming Pool/Spa/Solar Panels
- Decks/Patios
- Arbors/Overhangs\_\_ Dog Houses/Runs
- Repaint house same color
- Fences/Fence Additions
- Repaint house NEW color
- Retaining Walls
- Landscaping Front yard  
and/or back yard

Is material same color and type  
as your house currently?

Yes  No

Material to be used:

Wood  Stucco  Brick

Stone  Concrete

Other: \_\_\_\_\_

Painting:

Repaint house same color

Repaint house new color

\*Attach paint color samples for stucco, trim, and fascia

#### ADDITIONAL COMMENTS:

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Acknowledgement of all neighbors who will be affected by your alterations/improvements is required. To expedite the processing of your application, please show and explain your plans to all those neighbors who will be affected and have them sign in the appropriate place below.

**ADDITIONAL COMMENTS:**

LOT #	NAME (PRINT)	SIGNATURE	PHONE #	DATE

I have reviewed the plans of the proposed addition of \_\_\_\_\_ and am aware of all their proposed alterations/improvements shown on the attached plan.

**CONDITIONS OF APPROVAL:**

1. Comply with Covenants, Conditions and Restrictions, final Subdivision Map, and established Design Guidelines previously approved by the Board of Directors.
2. Obtain all necessary governmental approvals. Construction shall comply with applicable laws, ordinances, codes and regulations within the City of Roseville. A permit may be required.
3. If construction waste or excavation material results, it shall be disposed of properly. Adjoining properties are not to be disturbed.
4. No construction materials or debris of any type shall be stored or dumped on any street within the development.

The undersigned applicant requests approval of the improvements described above based upon the plans included with this application. Applicant understands and agrees to comply with general conditions stated above.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE SUBMITTED

**HAMPTON VILLAGE HOMEOWNERS' ASSOCIATION ARCHITECTURAL COMMITTEE**

**For Association Use only:**

\_\_\_ APPROVED \_\_\_ NOT Approved \_\_\_ Conditionally Approved

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

## POOL RULES

1. The pool and spa are open to Residents 18 and older 24 hours, 7 days a week. Pool hours are subject to change.
2. Guests and anyone under the age of 14 must be accompanied by an adult Resident and may be in the pool and pool area only between the hours of 10:00 a.m. and 10:00 p.m. Each Unit is allowed a total of four (4) guests.
3. Proof of age and residency will be required if requested by Security Personnel or Management. Residents must accompany their Guests at all times. When the Resident leaves the pool area, Guest(s) of that Resident must also leave.
4. All Residents are required to have their pool key in their possession. Failure to do so may result in denial of access to the facilities. Keys are for Residents only. Only one key will be issued to each household. Replacement and additional keys may be purchased from the management company.
5. The Association or its Agent has the right to close the pool or the spa at any time for maintenance, dangerous conditions, or to maintain the quiet of the Community. Such conditions should immediately be reported to Management.
6. The pool areas may NOT be reserved for private use.
7. No one may disturb the quiet enjoyment of neighbors adjacent to the pool.
8. Due to health reasons it is recommended that children under the age of five (5) not be allowed in the spa.
9. Appropriate swimming attire is required. No cut-off jeans. Any diapers worn in the pool must be the swimming type to avoid pool contamination. All bobby and hairpins must be removed before entering the pool area.
10. Radios, record players and other audio devices are not permitted in the pool areas, unless they are used with earphones.
11. Diving, cannon-balling, running, skateboarding, bicycling, skating, boisterous play and animals of any kind are not permitted in the pool areas.
12. Only unbreakable containers are permitted in the pool areas and must be removed following use. NO GLASS CONTAINERS ARE PERMITTED.
13. No alcohol may be brought into or consumed in the pool area.
14. Suntan oils and lotions are to be showered off prior to entering the pool.
15. Patio furniture shall always be returned to their original location.
16. No smoking is permitted within the enclosed fence pool area.
17. Profanity, improper behavior, intoxication and vulgarity are prohibited.
18. Toys, tubes, flotation mattresses, etc. are allowed in the pool only if the swimming pool is not crowded.
19. Throwing objects such as baseballs, footballs, rocks, etc. is prohibited within the pool area.
20. Owners are responsible to inform their Tenant(s) of the rules and are responsible for their Tenants' actions.
21. Pool Security may be in the pool area to enforce the Rules on behalf of the Association.
22. Anyone using the Pool or Spa does so at his/her own risk and responsibility, no lifeguard is provided. The Homeowners Association is not responsible for injuries, or lost, stolen or damaged items.
23. All gates in the pool area are to remain closed and locked at all times.
24. All Residents shall remove all personal items and trash from the pool area after use.

**VIOLATIONS OF THESE RULES MAY RESULT IN COMMON AREA  
PRIVILEGES BEING SUSPENDED**

## COMMUNITY ENVIRONMENT

**Chemicals** – No Owner shall cause or allow any chemicals or petroleum products to be placed or drain into storm drains or street gutters (Community gutters). Application of insect, animal or plant control substances fertilizers and plant foods, paints or protective compounds within the Community shall be allowed only if consistent with the rules and regulations promulgated by the Board of Directors and by the applicable City, State and Federal agencies to ensure the quality of the environment in the Community.

**Fireworks and Firearms** – The use and discharge of firecrackers and other fireworks within the boundaries of the Hampton Village Development is not permitted.

Discharging fire arms, including air powered firearms, in any Unit or Common Area is not permitted; except for the use in the protection of property or life. The Board shall have no obligation to take action to prevent or stop such discharge.

**Garage Sales** – Individual garage sales are prohibited. Community garage sales may be held as approved by the Board of Directors.

**Cooking and Grilling** – There shall be no outdoor cooking or use of barbecues anywhere except on your patio or balcony or as otherwise approved by the Board of Directors. No fire pits or charcoal grills may be used in the Community.

## ENFORCEMENT POLICY AND PROCEDURES

One of the primary functions of the Association is to ensure that all Owners and Tenants observe the policies and procedures set forth in the Governing Documents, including these Operating Rules. The objective of enforcement of the Governing Documents is to preserve the value of the property, as well as to ensure that Owners and Tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Governing Documents and will notify Owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, since violations of the Governing Documents ultimately become an expense to all Owners. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Governing Documents cannot be easily resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is borne by all of the Owners in the project, the Association will make every effort to recover the costs of enforcement from the Owner involved.

Owners will be held liable for any damages or violations of these Governing Documents and CC&Rs committed by themselves, their Tenants, their Guests and/or their Invitees.



## **PROPERTY DAMAGE**

Owners will be held liable for any damages caused to commonly owned grounds or structures caused by themselves, their children, their guests, their agents, their tenants, or their animals. Owners will be required to immediately pay for such damages.

Owners will be held liable for all damages to outside structures caused by moving vans, trucks, etc., acting on their behalf.

## **GOVERNING DOCUMENTS ENFORCEMENT POLICY**

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among Owners.

Every Owner, Occupant, and Visitor to a Unit must comply with the Governing Documents and shall be subject to sanctions for violations. In addition, each Owner shall be responsible for and may be sanctioned for; all violations of the Governing Documents by the Occupants of or Visitors to their Units, and for any damage to the Common Area that such Occupants or Visitors cause.

1. If you are thought to be in violation of the Governing Documents of the Association, the Management Company will send you a courtesy notice notifying you of the violation, and asking you to correct the problem.
2. If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Management Company will send a second letter or final notice asking again that you correct the violation.
3. If the violation is still not corrected within ten (10) days of the second written notice, you will receive a notice from the Management Company by first class mail and certified mail, stating that an executive session hearing has been scheduled for you with the Board of Directors.
4. For any activity or condition that the Homeowners' Association considers to be a threat to the health or safety of other Residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation.
5. After written notice and an opportunity for a hearing in accordance with the Governing Documents, the Board of Directors may:
  - a. Impose reasonable monetary fines. In the event that any Occupant, Guest or Invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board.
  - b. Suspend an Owner's right to vote.

- c. Suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation provided, nothing herein shall authorize the Board to limit ingress or egress from a Unit.
- d. Charge to and recover from any Owner the costs which the Association incurs in (A) bringing the Owner's Unit into compliance with the Governing Documents and (B) repairing damage to the Common Area or another Owner's Unit resulting from the negligence or misconduct of such Owner of any Occupant or Guest of such Owner's Unit. Pursuant to California Civil Code Section 1367 (b), the Association shall have the right to file a lien against the Owner's Unit to secure its right to recover the costs described in the Governing Documents.

### **ATTORNEY FEES AND COSTS**

In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

### **FINES AND SUSPENSIONS**

In the event the Board of Directors levies a monetary penalty, suspends an Owner's voting rights, or right to use the Common Areas for any violation of the Governing Documents, such discipline shall be determined by the provisions of this section.

**Payment of Monetary Penalty** -- Owners shall have fifteen (15) DAYS from receipt of Notice from the Association in which to pay any monetary penalty. There is a late charge equal to ten percent (10%) of the penalty, for any penalty not paid within fifteen (15) days after it becomes due. There is an interest charge on any unpaid penalty at a rate of twelve percent (12%) per annum. The Association may commence legal action to collect any unpaid penalty, late charge, and interest from the delinquent Owner with such delinquent Owner liable for all attorney fees and court costs attributable to such collection action.

**Suspension of Membership Rights** – The Association may suspend the voting rights of an Owner or rights of Residents/Occupants to use the Common Area for violations of the Governing Documents. Occupants of a suspended Owner's Unit are prohibited from using the Recreational Facility as "Guests" of another Owner during the period of suspension.

### **SCHEDULE OF FINES**

The Board of Directors is authorized by the CC&Rs to impose monetary or use penalties for violations of the Hampton Village Homeowners' Association Governing Documents. A copy of the CC&Rs and Operating Rules was provided to you at close of escrow.

A Standard Fine may be imposed after the following action:

1. Issuance of a first notice of violation (Courtesy Notice) with five (5) days to correct a violation.
2. After 5 days, if violation has not been corrected, a second notice (Violation Letter or "Final Notice") of the violation will be issued with five (5) days to correct said violation.
3. At the end of the total ten (10) day period, a letter will be sent scheduling an Executive Session Hearing before the Board of Directors.
4. All three (3) notices will contain:
  - a. The exact nature of the violation, noting the number of the applicable rule violated.
  - b. Options available for the resident to halt further action.
5. For each month a violation remains uncorrected, it will be considered an ADDITIONAL VIOLATION, and the appropriate fine may be levied again.

## **STANDARD FINES**

1. FIRST FINE for any violation \$100.
2. SECOND FINE for same violation within 15 months of first violation \$200.
3. THIRD FINE for same violation within 15 months of first violation \$300.
4. EACH ADDITIONAL FINE for same violation within a 15 month period of the first violation \$400.

## **ADDITIONAL FINES AND PENALTIES**

The Board of Directors, in their sole discretion, may take additional action including fines, penalties or other legal action to gain member compliance with the Governing Documents as circumstances warrant.

If the Board of Directors determines that an infraction is an egregious violation of the Governing Documents, or that a violation threatens the health or safety of Residents or the quiet enjoyment of the Community, they reserve the right to take one or more of the following actions:

- 1) Immediately send the Owner a request to attend a Private Hearing with the Board of Directors.
- 2) Impose an immediate fine not to exceed \$1000.00 per violation.
- 3) Impose additional, ongoing fines of up to \$1000 per week until the violation is remedied to the Board of Directors' satisfaction.

## **ALTERNATIVE DISPUTE RESOLUTION**

In the event that it becomes necessary, the Association or any Owner has the right to bring a lawsuit to enforce the Governing Documents. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

Currently, according to California law, most disputes between Owners and the Association involving the Governing Documents must be submitted to an Alternative Dispute Resolution (such as mediation or arbitration) before a lawsuit may be filed. The Association distributes notice of the Requirements for Alternative Dispute Resolution annually to all of the Owners.

If you have any questions regarding this policy you should contact the Association at the following address:

**Hampton Village Homeowners' Association  
c/o The Management Trust: Kocal Division  
P.O. Box 1459  
Folsom, CA 95763  
(916) 985-3633 FAX (916) 248-8058  
<http://kmg.managementtrust.com>**