

**RULES & REGULATIONS
PREPARED FOR

CRYSTAL LANE
COMMUNITY ASSOCIATION**

Adopted by the Board of Directors
Revised: November 17, 2009

CRYSTAL LANE
COMMUNITY ASSOCIATION

RULES AND REGULATIONS

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**CRYSTAL LANE
COMMUNITY ASSOCIATION**

**A PLANNED COMMUNITY
MEMBERSHIP INFORMATION**

Crystal Lane Community Association offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Crystal Lane Community Association.

Crystal Lane Community Association is a California nonprofit corporation consisting of those Owners of Lots or Condominiums within the ultimate boundaries of Crystal Lane.

The purpose of the Crystal Lane Community Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Crystal Lane Community Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

**CRYSTAL LANE
COMMUNITY ASSOCIATION**

RULES AND REGULATIONS

USE OF LOTS

In accordance with the CC&R's, Article III, Section 1:

1. Lots are to be used for individual homes occupied by single families in a residential environment.

MAINTENANCE AND ARCHITECTURAL MATTERS

1. Homeowners shall keep their property in good condition with attention to the painting of their residence including fencing and gates, performing necessary repairs, and pest control as needed.
2. Homeowners shall maintain their landscaping with pride of ownership (i.e. mowing of the lawn, edging of the lawn, tree trimming as needed, and replacement and/or removal of dead plant material).
3. Driveways are to be swept and kept clean and free of oil/rust stains. No oil pans, cardboard, or carpet may be placed on the driveway.

In accordance with the CC&R's, Article III, Section 10:

4. No rubbish, trash, debris, garbage or other waste material shall be kept or permitted on any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view.
5. Sanitary containers are to be set out for a reasonable period of time not to exceed twenty four (24) hours before and after scheduled trash collection hours.
6. Weeds are to be regularly removed from the Lots and are not allowed to accumulate.
7. No clothing or household fabrics shall be hung, dried or aired and no lumber, wood piles, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

In accordance with the CC&R's, Article III, Section 13a:

8. No fence or wall shall be erected, altered or maintained on any Lot, except with prior written approval of the Architectural Committee.

In accordance with the CC&R's, Article III, Section 15:

9. Curtains, drapes, shutters or blinds may be installed as window covers.
10. No window shall be covered with aluminum foil, sheets, newspapers or similar material not designed for use as window cover.
11. Owners may use plain clean white sheets to cover windows after the Close of Escrow pending the installation of curtains, drapes, shutters or other appropriate interior window coverings for three (3) months from the original conveyance of Lot from the Developer.

COMMON AREAS

1. Homeowners may not build, plant, or place any material on the slope areas which may interfere with the existing slope drainage. If you require clarification, please contact management.
2. No retaining wall or other structure, including plant material, may be constructed or planted upon any portion of the designated Slope Control Areas within the Properties. If you require clarification, please contact management.
3. The Association may directly invoice an Owner for any damage that the homeowner or guest thereof causes to any portion of the common areas. Any unpaid invoice may lead to an assessment lien against the Owner.
4. No homeowner may modify or repair any portion of the common areas without approval from the Board. Any such Board approved modification to the common area will become the responsibility of the homeowner or with concern for, but not limited to, appearance, slope ratios, and drainage unless such concerns are assumed by the Association.

In accordance with the CC&R's, Article III, Section 12:

5. Nothing from the Common Area shall be removed, altered, or constructed without the written consent of the Architectural Committee.

PARKING RULES

1. Commercial vehicles, except such vehicles used on a daily basis to provide support for the homeowner, may not be parked on any part of the property or streets. Commercial vehicles meeting the exception (as determined by the Board) must be kept clean, well maintained, and stored in such a way as to not be offensive to adjacent properties in the community. If you require clarification, please contact management.

2. All vehicles owned or operated by or within the control of a resident and kept within the Residential Area must be parked in the garage of that resident to the extent of the space available; provided that each resident shall ensure that any such garage accommodates at least two (2) authorized vehicles for which it was originally constructed by the developer. Excess authorized vehicles within the control of a resident must be parked on the resident's driveway if the driveway can accommodate such authorized vehicles. After the capacity of the garage and driveway of a lot have been reached, authorized vehicles may be parked on the street in front of the resident's lot if the owner or operator of the vehicle has applied to and received from the Association's board of directors a decal or other authorization permitting such street parking.

- For specifics regarding authorization for street parking and parking permits, please refer to the Street Parking Guidelines. These guidelines are subject to change, with notice, at any time.

3. Any vehicle parked on the streets within the community longer than 96 hours will be towed, without notice, at the vehicle owner's expense.
4. Any recreational vehicle parked on the street longer than 48 hours will be towed, without notice, at the vehicle owner's expense.
5. All vehicles parked in a designated "Handicap" stall must display the proper plates. All vehicles without such may be towed immediately at the vehicle owner's expense.
6. All vehicles parked in a designated fire lane or in front of a fire hydrant may be towed immediately at the vehicle owner's expense.
7. All vehicles parked in a manner that blocks access to another resident's garage or driveway may be towed immediately at the vehicle owner's expense.

In accordance with the CC&R's, Article III, Section 6a:

8. Any inoperable vehicle must be stored only in enclosed garages.
9. Owners are not to park, store or keep on any property or street (public or private) within the Properties any large commercial-type vehicle including, but not limited to, any camper unit or motor home, any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, upon any unenclosed parking space, so as to be visible from anywhere in the Properties.
10. Owners are not to repair or restore any motor vehicles, boat, trailer, aircraft or other vehicle on any portion of any Lot or Common Area, except within the Owner's garage and then only when the Garage door is closed.

11. Garage doors are to be kept dosed at all times with the exception of entering or exiting the residence.
12. Owners are not to store their vehicle in the guest parking spaces.

In accordance with the CC&R's, Article III, Section 6b:

13. Parking in areas designated as "fire lanes" is prohibited at all times.
14. Vehicles shall be limited to a speed of 15 MPH within the community.

PET RULES

1. Any dog feces deposited upon any portion of the property shall be promptly removed and properly disposed of by the owner of the dog.

In accordance with the CC&R's, Article III, Section 8:

2. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on any Lot or the Common Area, except usual and ordinary dogs, cats, fish, birds and other households pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities.
3. "Unreasonable quantities" means more than two (2) pets per household, however the Board or Architectural Committee may determine that a reasonable number in any instance may be more or less.
4. Animals belonging to Owners, occupants, invitees within the Properties must be kept within an enclosure, an enclosed yard or on a leash being held by a person capable of controlling the animal.

SIGN RULES

In accordance with the CC&R's, Article III, Section 5:

1. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot without the prior written consent of the Architectural Committee.
2. Any "for sale" or "for lease" signs which comply with any customary and reasonable standards promulgated by the Architectural Committee as to the size, color, shape or other qualification for permitted signs do not require Architectural Committee approval. If you require clarification, please contact management.

CRYSTAL LANE
COMMUNITY ASSOCIATION
ADOPTED APRIL 19, 2011

POOL & SPA RULES

The following rules will apply to the pool, spa and wader at the Crystal Lane Community Association:

Hours

- Sunday thru Thursday 6:00 am to 10:00 pm
- Friday and Saturday 6:00 am to 11:00 pm

Pool will be heated starting April 1st of each year to Labor Day; extended possibly by weather conditions.

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Definitions

1. Adults are designated to 18 years or older.
2. Youths are 17 years old or under and must be accompanied by an adult.

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Violations

1. All violations to be reported to the Management Company.
2. Police should be called for trespassing and unacceptable behavior.

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General:

FOB's must be reported if lost or stolen (this avoids use by non-residents); placement cost of \$25.00 is the responsibility of resident.

1. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
2. If Owner elects to rent or lease his/her Dwelling Unit and gives right of access to Lessee, the Owner relinquishes his/her access rights. Notification of occupants must be provided to management.
3. Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
4. Conduct by an owner or occupant which deprives any other Owner or occupant use of the pool/spa/wader or Common Property shall not be allowed. This includes intoxication, vulgar language and excessive noise.
5. Pool furniture may not be taken out of the pool area for any reason at any time, including for use at the park.
6. Guests may make use of the swimming pool/wading pool only when accompanied by the resident host.
7. All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed). Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility. Showering for all swimmers is suggested.
8. For health reasons, swim diapers and plastic pants, specifically for pool use, must be worn in the pool by all children who wear diapers.
9. Any individual with a contagious malady or open sores will not be permitted to use the swimming pool/spa/wading pool.
10. For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains).
11. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to refund the Association for losses related to the damage immediately.
12. The "buddy system" is recommended to be used by all swimmers at all times. For safety no one should swim alone.
13. All gates must remain closed and locked at all times. This is to protect against small children entering unaccompanied, trespassing and vandalism.
14. Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
15. Violation of these rules may result in suspension of pool privileges.
16. Individual homeowners may not reserve pool area facilities for exclusive use.

Pool rules:

- No propping open of any gates
- No eating in the pool or spa
- No running or “horse play” on the pool deck
- No “horse play” in the swimming pool/wading pool
- Only toys intended for pool usage will be allowed ie. Pool noodles and inflatable toys.
- No gum in the pool area
- No skateboards, bicycles/tricycles/skates/roller blades inside the fenced area
- No glass bottles or other glass containers/objects inside fenced area
- No pets inside fenced area
- No unduly loud or disturbing noise inside the fenced area
- No radios/playback sound devices with explicit lyrics
- No diving from the benches, tables or other facility structures inside the fenced area
- No rafts, inflatable toys, or diving rings during busy periods. Lifejackets are always allowed
- No “boogie boards”. Kick boards are allowed
- No smoking except in designated area
- No pool furniture in the pool
- Anyone urinating or defecating in the pool is subject to immediate and permanent removal from the pool and pool area and imposition of appropriate penalties, which may include charging residents with all costs of draining and cleaning of pool. Residents are also subject to fines for such actions by themselves or their guests.

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**CRYSTAL LANE
COMMUNITY ASSOCIATION
CLUBHOUSE RULES AND REGULATIONS**

The following rules and regulations will apply upon completion of the clubhouse:

1. The facilities are for the use of Crystal Lane members who are current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the Crystal Lane Rules, delinquent assessments, or deliberate abuse of the recreational facilities or common areas.
1. Your facilities may not be used for commercial purposes other than those endorsed by Crystal Lane Community Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Lots and Condominiums are for sale by Declarant. Also, facility usage is approved free of charge for Crystal Lane endorsed activities i.e., Association meetings, Association sponsored holiday parties.
3. Regularly scheduled events have precedence over non-scheduled (reserved) events in any Crystal Lane facility.
4. In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission, and the member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served.
5. The reserved function shall conclude at 11:00 PM.
6. The renter shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
7. The renter shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to returning the key to the facility.
8. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Crystal Lane Community Association sponsored events may charge admission or a use fee to recoup expenses.
9. Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.

**CRYSTAL LANE
COMMUNITY ASSOCIATION**

FACILITY RESERVATIONS

The following rules will apply upon completion of the clubhouse facilities:

1. Reservation of the facility does not include the pool facilities. The pool, spa and wader may be used, but other homeowners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the Clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
2. Regularly scheduled Crystal Lane functions have priority for reserving the facilities for open dates.
3. An application for reservation of the facility must be made by a Homeowner through Management and the applicant must be present during the period the facility is in use under such reservation.
4. The facility may be reserved twenty-four (24) hours in advance.
5. Live music is allowed between 9 AM to 10 PM.

Facility Fees

1. The fees for reserving the Clubhouse must be paid to Crystal Lane Community Association at the time of reservation and including the following:
 - A. Crystal Lane Community Activity
(Board authorized functions for Association Members) No Charge
 - B. Non-Refundable Clean-Up & Use Fee: \$100.00
 - C. Refundable Deposit Check: \$200.00
 - D. A reservation form must be completed and submitted to Management along with the Non-Refundable Clean-Up & Use Fee in the amount of \$100.00 and the Refundable Deposit in the amount of \$200.00 THREE (3) days in advance of the desired reserve date.

2. Refund of deposits are subject to cost(s) incurred for:
 - A. Damage to a facility and/or its contents.
 - B. Damage to a recreational common area by members or guests.
 - C. Violation of any of the Rules and Regulations of Crystal Lane Community Association.
 - D. There shall be a \$25.00 fee if the air conditioning unit is left on following the use of the Clubhouse.
3. Should any damage occur to the facility, the Association's ability to recover additional damages from the Owner will not be limited to these deposit amounts. The Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area Clubhouse facility for any additional damage above and beyond those amounts covered by the deposit fees.
4. The deposit will be refunded within Three (3) weeks after reserve date providing there has been no damage to the clubhouse and it has been left in a clean and orderly condition.

CRYSTAL LANE
COMMUNITY ASSOCIATION

CLUBHOUSE FACILITY RESERVATION FORM

PLEASE NOTE: A reservation form must be completed and submitted to Management along with the Non-Refundable Clean-Up & Use Fee in the amount of \$100.00 and the refundable deposit in the amount of \$200.00 three (3) days in advance of the desired reserve date:

Crystal Lane Community Association
c/o StoneKastle Community Management
22800 Savi Ranch Pkwy, Suite 214
Yorba Linda, CA 92887

Name: _____

Address: _____

Phone Number: _____

Date Requested: _____

Reservation Time (include time for set up and clean up):

From: _____ a.m. To: _____

Event Time (guest arrival time to guest departure time):

From: _____ a.m. To: _____

Number of Guests: _____

Deposit and Use Fee Requirement
(Checks payable to Crystal Lane Community Association):

\$100.00 Non-refundable Use Fee

\$200.00 Refundable Deposit

The Association does not provide cleaning for your event. Please be sure to clean up after yourself!

Type of function (e.g., birthday party, meeting, cocktail party, etc.): _____

**CRYSTAL LANE
COMMUNITY ASSOCIATION**

DELINQUENCY POLICY

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. It is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such an assessment. In no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members received notice of the special assessment.
3. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2).
4. In accordance with California Civil Code 1366, section (e)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due.
5. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail the delinquent member a Notice of Intent to Lien to said member's real property and offsite mailing address if applicable, at a cost of \$45.00, which shall be charged to the delinquent member's account.
6. Within fifteen (15) days from the date of the postmark of the Notice of Intent to Lien, a delinquent homeowner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests.
7. When any assessment remains unpaid thirty (30) days following the date of mailing of the Association's Notice of Intent to Lien, a Notice of Delinquent Assessment, creating a valid and foreclosable lien on the delinquent member's real property, shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work, and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.

8. If an owner disputes the amount of any late charge(s) or any other charge (s), the owner may pay to the Association, all amounts required by California Civil Code Section 1366.3 and send the Association, by certified mail, a written notice that the amount is paid under protest. This notice must be given within thirty (30) days of recordation of the Notice of Delinquent Assessment. The owner has the right to demand that the matter be resolved through Alternative Dispute Resolution (ADR) in accordance with California Civil Code section 1354. An owner may not demand ADR more than two times in a single year or three times in any five calendar years. Both parties must agree to ADR and each party shall bear the expense.

9. When any member's account remains delinquent for the period of time specified in the Association's Covenants, Conditions and Restrictions, following the recordation and mailing of Association's Notice of Delinquent Assessment, and in no event more than thirty (30) days thereafter if such Covenants, Conditions and Restrictions are silent as to such a time limit, the Association's Trustee or Attorney shall commence foreclosure proceedings of the delinquent member's real property. Such proceedings shall seek a sale of the delinquent member's real property, the proceeds of which shall be used to recover the Association's delinquent assessments, late charges, interest (if any), Notice of Intent to Lien Processing fees, the Trustee's or Attorney's fees and costs of sale. If the Association's lien rights are extinguished by foreclosure proceedings of a senior lien holder, or in some other manner, or should the Board of Directors elect to pursue alternative means of collection, the Board of Directors, at its sole option, may pursue such other cumulative remedies including, without limitation, obtaining a judgment against the former delinquent member, individually and personally, for any and all unpaid sums. The Association is authorized under California Law to charge the owner the reasonable costs of collection.

10. "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 8333. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

12. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 4825 Main Street, Yorba Linda, CA 92886 unless the account has been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

13. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Crystal Lane Community Association. This policy is subject to change upon thirty (30) day written notice.

**CRYSTAL LANE
COMMUNITY ASSOCIATION**

**VIOLATION POLICY
Adopted August 19, 2008**

1. All violations which are reported by individual homeowners must meet the following criteria:
 - a. Violation report must be in writing.
 - b. Party making complaint (no anonymous complaints) must sign violation report.
 - c. Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and or license plate numbers are also not sufficient for identification of individual in violation.
2. Notice shall be sent to the homeowner advising the nature of the violation and a time limit to rectify the violation.
3. Failure to comply with the request to rectify the violation, or respond to the Board of Directors shall result in a Notice of Hearing. Such notice, requesting appearance on a specified date to be heard by the Board of Directors, shall be at least thirty (30) days prior to the hearing.
4. Any violation repeated within ninety (90) days of a hearing, the homeowner will automatically be called to a hearing and fined according to the fine schedule.
5. If the violation is sanctioned at the hearing, then the Board of Directors may take one of the following actions:
 - a. Levy a special assessment or penalty in the amount of \$75.00 for the first thirty (30) day period of any continuing infraction; \$125.00 for the second thirty (30) day period; \$175.00 for the third thirty (30) day period and a maximum of \$225.00 for the fourth thirty (30) day period.
 - b. Suspend said homeowner's voting privileges;
 - c. Suspend or condition the homeowner's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board;
 - d. Submit the matter to legal counsel for further action. This will take place in accordance with California Civil Code 1354 and the rules of the American Arbitration Association.
6. Hearing: The hearing shall be held before the Board of Directors in Executive Session. Additionally, the following protocol shall be observed:
 - a. At such hearing the Member so charged shall have the right to present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be presented to the Board of Directors at least 7 days prior to the hearing date.)
 - b. Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.
7. Results: The results of the hearing, including any action to be taken, shall be delivered to the Member within seven (7) days following the date of the hearing.

End

**CRYSTAL LANE
COMMUNITY ASSOCIATION
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the CRYSTAL LANE COMMUNITY ASSOCIATION on February 26, 2004. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the CRYSTAL LANE COMMUNITY ASSOCIATION or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area.
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.

4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY WILL NOT BE APPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES.

To handle your ADR dispute you may contact Judicial Arbitration and Mediation Services, Inc J.A.M.S.) San Bernardino Office located at 650 Hospitality Ln, Ste. 125, San Bernardino, CA 92408 or call (909)885-7473.

**CRYSTAL LANE
COMMUNITY ASSOCIATION**

STORM DRAIN WATER RUN-OFF POLICY

WHEREAS, the Board of Directors for the Crystal Lane Community Association (the "Association") desires to honor the intent of the governing documents for the Association for the mutual benefit of the membership; and

WHEREAS, the City and/or County in which the Association is located has or will be adopting a program ("Program") to address storm drain water run-off issues; and

WHEREAS, the Association cannot reasonably control its members or vendors from dumping debris, washing vehicles, or any other act that may result in run-off down the storm drain; and

WHEREAS, the Board desires to protect the Association from potential fines assessed as a result of a homeowners' or vendors' acts that violate the Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED, to notify the members and vendors of the Association that any fines assessed by a City, County or governmental agency that are assessed as result of acts by a vendor or member, or their guests, of the Association, that violate the program, will be passed along to the member in the form of a "Special Assessment or Reimbursement Assessment" and collection thereof will be subject to the Delinquency Policy of the Association.

RECREATIONAL VEHICLE PARKING AREA POLICY

In accordance with the CC&R's, Article III, Section 6c:

1. The definition of Recreational Vehicle (RV) includes, but is not limited to, any camper unit, motor home, any bus, trailer, trailer coach, camp trailer, boat, or other similar vehicle. Aircraft shall be prohibited. Any RV that is trailered, with wheels beneath, may be stored. For example, camper shells (i.e. installed over a truck bed) may not be stored separately from the vehicle.
2. Parking for recreational vehicles is restricted to Lot BBB of Tract No. 16248 (RV Parking Lot), located at the corner of and Mashona & Margaret.
3. The RV Parking Lot shall **not be** used for storage of inoperable vehicles, as defined by California Vehicle Code 22658.
4. Recreational vehicles parked at the RV Parking Lot must be registered to a Crystal Lane Community Association address. If the RV is leased or rented, a copy of the lease/rental agreement must show a Crystal Lane Community Association address.
5. **At no time** shall any RV kept in the RV Parking Lot be occupied overnight or during the day. The RV Parking Lot is intended as a storage facility **ONLY** for operable RVs.
6. RVs may only be parked at the RV Parking Lot after the resident has completed a Recreation Vehicle Parking Request Form, has been approved in writing by the Crystal

Lane Community Association, has provided proof of ownership or copy of registration, has provided an insurance certificate naming Crystal Lane Community Association additional insured, has provided a color photo of the proposed RV to occupy the space and has paid all applicable fees in advance. Storing of more than one RV per space is prohibited.

7. The per space monthly rate shall be \$50.00, subject to future re-evaluation by the Board. No refunds shall be issued, regardless of whether or not the assigned space is utilized. The monthly rate shall not be pro-rated, upon occurrence of a mid-month homeowner residence sale or other reason for non-use of space. RVs are not permitted that require more than one space.
8. Every rental period begins on the first of the month and ends on the last day of the month regardless of what day you take occupancy of said rental space. For example, if you occupy the rental space on August 15th, you are responsible for the rent of the entire month of August. There is no prorating of spaces. Failure to make payment in advance of the month will result in loss of space, with prior final notice. Failure to make payment in advance of the month will result in a \$5 per day penalty in addition to the regular payment upon reinstatement.

9. RVs in this area shall be maintained, kept clean and in good repair (i.e. washed at least once per month, tires operational, windows kept free of cracks, free of graffiti, etc.). Washing and/or maintenance **shall not** be completed inside the RV area.
10. Owners are responsible to ensure their vehicle does not leak oil or other type of fluid. Owners are responsible for the cleanup of such fluids and can be charged for removal of these fluids, if proper and necessary action is not taken by the Owner.
11. Vehicles parking in the RV Parking Lot that have not met any guidelines stated herein shall be removed upon request within 96 hours or will be subject to tow at the vehicle owner's expense and/or \$100 daily penalty until the vehicle is removed.
12. Vehicles that are not RVs as defined above shall be subject to tow at the vehicle owner's expense, without notice.
13. Vehicles not removed upon request, vehicles parked without permission or whose owner cannot be found are subject to tow at the vehicle owner's expense.
14. If a Lot/Unit becomes delinquent and/or is in violation of the CC&R's, the RV Parking Lot will not be available to that Lot/Unit. Upon notice, if the RV is not removed from the area, it shall be towed at the vehicle owner's expense. Pertinent to this document, "delinquent" shall mean non-payment of assessments and/or late charges as outlined in the CC&R's and further defined by the Crystal Lane Delinquency Resolution. Fines assessed as result of a violation of the CC&R's, Architectural Guidelines or Rules & Regulations that remain unpaid will also be considered "delinquent".
15. In order to establish an equitable allocation arrangement for homeowners residing in all phases, one space will be offered to the owners of each phase (i.e. Master Phase 1 homeowners will be offered use of space #1, Master Phase 2 – space #2 and so on). There are 16 available spaces, and 16 Master phases. Additionally, the space available for each phase of the project will not be allotted until at least 50% closings have occurred in the phase. Notice will be provided to the homeowners of that Phase advising that a lottery drawing will take place as of a certain date. If only one homeowner comes forward to request the space, that homeowner will receive the space award, provided, however, the homeowner resides in the phase to which the space has been designated.
16. Thereafter, the lottery program shall be utilized when homeowners have not come forward for a particular phase to request the assigned space. Provided the phase has been 100% closed, homeowners residing in the remaining phases will be provided with notice advising of space ability and the interest submission deadline. That space will no longer be made available to a homeowner who requests a phase specific assigned space, at a later date, unless it is vacated by homeowner concurrently. In this event, the space would then revert back to the homeowners assigned in its phase, until the community is built-out.

17. Management shall maintain a homeowner interest list for future available spaces to be assigned via the lottery system.
18. Upon build-out of the project, the spaces will no longer be designated by phase and will be available, if vacant, upon a first come first serve basis. The Board shall reserve the right to implement the lottery program at any time more than one request is received for a vacant space or multiple vacancies.
19. Space sub-letting is not permitted.
20. An Owner may not reserve more than one space at any one time.
21. The Board of Directors reserves the right to deny any homeowner RV space rental conditioned upon failure to meet eligibility requirements or due to the type, condition, or size of said RV.
22. The Board of Directors reserves the right to deny renewal to any applicant determined to be a nuisance or not considered to be in good standing (i.e. late payments regularly, noticed for infraction, violations, etc.).

CRYSTAL LANE COMMUNITY ASSOCIATION

DATE SUBMITTED _____

RV PARKING REQUEST FORM

PLEASE PRINT CLEARLY

PROPERTY ADDRESS _____

PHASE _____

CLOSE OF ESCROW OR *ESTIMATED* CLOSE OF ESCROW DATE _____

OWNER (S)

NAME: _____

ADDRESS: _____

Street

City

State

Zip

HOME TELEPHONE __, __ - _____"

WORK TELEPHONE..... _____

DRIVERS LICENSE _____
State Number

DRIVERS LICENSE _____
State Number

RECREATIONAL VEHICLE IDENTIFICATION:

MAKE	MODEL	YEAR	LICENSE PLATE	REGISTERED
OWNER				

(If not owner or tenant, attach proof of LEASE)

BY SIGNING BELOW, I AGREE TO FOLLOW ALL REGULATIONS ESTABLISHED FOR THE RECREATIONAL VEHICLE PARKING AREA AND ACKNOWLEDGE THE POSSIBILITY THAT MY VEHICLE WILL BE TOWED FOR VIOLATION OF ANY RESTRICTION OUTLINED WITHIN THE RECREATIONAL VEHICLE PARKING AREA POLICY, INCLUDING UNRELATED VIOLATIONS OF THE CC&R'S. I HOLD HARMLESS THE CRYSTAL LANE COMMUNITY ASSOCIATION FOR ANY DAMAGES THAT MAY OCCUR AS RESULT OF MY RECREATIONAL VEHICLE PARKED IN THE RV PARKING LOT AREA AND FOR ANY DAMAGES THAT MAY OCCUR IF MY VEHICLE IS TOWED. I UNDERSTAND THAT FAILURE TO PAY ANY AND ALL PAST DUE RENTAL FEES WILL BE ASSESSED TO MY HOMEOWNER ASSOCIATION ASSESSMENT ACCOUNT.

I ALSO ACKNOWLEDGE THAT A SPACE MAY NOT BE HELD IF PROPER DOCUMENTATION IS NOT PROVIDED WITHIN THIRTY DAYS OF INITIAL RENTAL PERIOD (PROOF OF INSURANCE NAMING CRYSTAL LANE COMMUNITY ASSOCIATION ADDITIONAL INSURED MUST BE SUBMITTED TO MANAGEMENT IN ADDITION TO THE FIRST MONTH'S RENT OF \$100 PRIOR TO OCCUPANCY OF SPACE). RENT IS DUE PRIOR TO THE OCCUPIED MONTH AND I WILL LOSE MY SPACE IF RENT IS NOT PAID IN ADVANCE AS OUTLINED IN THE RV PARKING AREA POLICY.

Owner Signature

Date

Owner Signature

Date

CHECKLIST:

_____ FORM IS INCOMPLETE IF NOT SIGNED.

_____ FORM MAY NOT BE FAXED - COLOR PHOTOS OF VEHICLE MUST ACCOMPANY THIS FORM.

_____ ATTACH PROOF OF OWNERSHIP OF SAID VEHICLE OR PROOF OF PURCHASE OR LEASE.

Form must be filled out in its entirety.

Deliver or mail form to Crystal Lane Community Association,
c/o StoneKastle Community Management, Inc.
22800 Savi Ranch Pkwy, Suite 214
Yorba Linda, CA 92887 (714) 395-5245