

**SMOKETREE STANTON
RULES AND REGULATIONS**

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**SMOKETREE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Revised 2017**

To the homeowners and residents of Smoketree–Stanton. We have issued this handbook so we may all have:

1. Privacy and peaceful enjoyment of all our units and the common area.
2. Protection of the economic value of our property.
3. Pride of ownership.

We suggest you read this handbook carefully. We solicit your cooperation to abide by the rules and regulations contained herein so that all may receive the maximum benefits of planned community living.

These Rules and Regulations have been generated in accordance with the C.C.& R's and with the authority granted to the Board of Directors of Smoketree–Stanton Homeowners Association in Section VII, Paragraph 5 of the Declaration of C.C.& R's for Tract 8024 dated 9/18/73 and the by–laws of Smoketree–Stanton Homeowners Association, Article IX, Section 1, Paragraph (a).

In addition to the contents of this handbook, you should be aware of the Articles of Incorporation, C.C.& R's and the by–laws. Copies of these should be in your possession. Homeowners may obtain them for a nominal charge from the property management company.

RIGHTS TO PEACEFUL ENJOYMENT

All homeowners and tenants have the right to peaceful enjoyment of their respective properties and the common area.

Any activity which is considered a violation of the right to peaceful enjoyment will be considered a violation of the rules and regulations and will be subject to penalty assessment. Conduct including, but not limited to the following, will be considered interference with the right to peaceful enjoyment: excessive noise, disorderly conduct, loud or offensive language, and any activity which endangers life or property.

DEFINITIONS

Please use the following definitions for better understanding of these rules and regulations:

HOMEOWNER: Person(s) who is the owner of record of a Smoketree–Stanton unit.

TENANT: Person(s) who leases or rents from a homeowner.

RESIDENT: Homeowner or tenant in residence, their children and relatives in residence, and any other person who resides primarily in a unit with the permission of the homeowner or tenant.

GUEST: Non–resident who has been invited to the complex by a resident.

NOTE: Homeowners or tenants are responsible for the conduct and actions of their guest at all times.

NON-OWNER OCCUPIED RESIDENCES

If you are a homeowner who decides to rent or lease your unit or to otherwise delegate your "right of enjoyment", the following rules apply:

1. You are required to acknowledge in writing, via the Managing Company, that your tenant, lessee, or contract purchaser fully understands and has received a copy of the Rules and Regulations of the Homeowners Association.
2. You are required to acknowledge in writing, via the Managing Company, that you (as a member of record of the Homeowners Association) will be held responsible for the actions of your tenants including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or other property caused by your tenants.
3. Your tenant, lessee, or contract purchaser will be required to submit an updated parking permit application and pool key agreement to Management.

Please contact Management if you have any questions.

QUOTE REFERENCES FOR THIS SECTION:

Declaration of C.C.& R's (Tract 8024) dated 9/18/73, Section IV, Paragraph 2, "Property Rights":

"Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on his lot."

By-laws of Smoketree-Stanton Homeowners Association, Article IV "Property Rights":

"Each owner shall have a right and easement of enjoyment in and to the common area as provided in the declaration. Any owner may delegate his rights to enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on the lot. Such owner shall notify the Management Company in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the delegating owner."

PENALTY ASSESSMENTS

SMOKETREE HOMEOWNERS ASSOCIATION PENALTY ASSESSMENTS

1. When a violation of the Association's C.C.& R's, By-laws, or Rules and Regulations is observed by a member of the Board of Directors, or a designee of the Board of Directors, or a concerned homeowner, a report of such infraction shall be given to the management company.
2. The Board of Directors or designee shall investigate the alleged infraction and may authorize a "Warning Letter" to be issued to the offending homeowner and/or resident.
3. A record of all warning letters will be maintained by the management company or its designee.
4. Should the infraction re-occur or continue after the prescribed time set forth in the warning letter, the offending party will be issued a second warning letter and invited to a hearing to discuss any further action including possible penalty assessment.
5. Any penalty assessment, decided upon by the Board of Directors is due and payable immediately. If any penalty assessment remains unpaid, the amount will be subject to small claims court action.
6. The Board of Directors will periodically publish a schedule of penalty assessments to all homeowners, which clearly identifies categories of infractions and the possible penalty assessment amounts or other remedies.
7. The first level for most fines amount shall be \$100.00. If the violation is not corrected within the specified time (usually 25 days), another fine of \$200 shall be levied. If the violation is still not corrected with a new specified time, an additional \$300 fine may be levied.
8. Owners who are in collections with the HOA attorney and/or who owe fines totaling \$100 or more are denied use of clubhouse, pool area, and parking privileges until the fines are paid in full.

PRIVILEGES DENIED

Homeowners who are in collection with HOA attorney, who are over 30 days past due on their Homeowners Account, and/or who owe fines and fees exceeding \$99 will be denied use of the clubhouse, pool area and parking areas permits until all monies owed the Association are paid in full. Vehicles belonging to these homeowners that are parked in the Association common parking area will be subject to towing.

If a tenant is living in the unit, it will be the responsibility of the homeowner to tell their tenant why the privileges are being denied. The Association will send a letter to the tenant telling them their privileges are revoked. If the tenant asks the Board questions about this denial, they will be referred to the Homeowner.

COMMON AREA RULES

Each homeowner has a vested interest in the common area. Please give these areas the same pride of ownership and care that you and your family give your own home. The common area is defined as:

All real property owned by the Association for the common use and enjoyment of its members. This covers any area outside your individual lot and includes any landscaping, parking area and recreational facility.

(Any area inside the individual homeowner's fence line is to be maintained by the homeowner commensurate with the C.C.& R's, By-Laws, and in accordance with Rules & Regulations of this Association.) (Reference: Architectural Control Regulations)

Rules for the protection of the Common Area are:

1. Bicycle, roller-skate, roller blade and skateboard riding is prohibited on sidewalks, lawns, landscape areas and in the fenced pool area.
2. No personal property, i.e. children's toys, household items, etc., should be left unattended in the common area.
3. The climbing in or upon trees or perimeter walls is strictly prohibited.
4. NOISE: A 10:00 P.M. to 8:00 A.M. quiet time shall be observed by all residents and their guests in consideration of their neighbor's rights to peaceful enjoyment of their property.
5. Parking: See PARKING RULES.
6. Pool: See POOL RULES.
7. Clubhouse: See CLUBHOUSE RULES.
8. Pets: See PET CONTROL RULES.
9. ANY HOMEOWNER OR TENANT RESPONSIBLE FOR DAMAGE TO LAWNS, TREES, SHRUBS, AND ANY COMMON AREA PROPERTY WILL BE BILLED FOR REPAIR, REPLACEMENT, AND/OR OTHER CLEAN-UP COSTS.
10. All automotive repairs shall be confined to the garage.
11. No trash or liter should be left in the common area.
12. It is prohibited to plant personal plants, shrubs, or trees in the common areas of the Association. The Association's landscaper has been asked to advise the Landscape Committee of any plantings other than those approved by the Board of Directors of the Association. Personal plantings will be removed without notice.

The landscape company has asked that the Board of Directors advise all Smoketree-Stanton residents that their staff have been instructed to do no special jobs for residents. It is the landscape company's position that their staff is paid for their time to work to the established contractual schedule, per the contractual agreement with Smoketree-Stanton Homeowners' Association.

VIOLATIONS OF ANY OF THE ABOVE RULES ARE SUBJECT TO A PENALTY ASSESSMENT FOR EACH OCCURRENCE. THE FIRST LEVEL FINE AMOUNT FOR MOST FINES SHALL BE \$100. (See PENALTY ASSESSMENTS).

Smoketree Stanton Homeowners Association Recreational use of the Common Area

No structures may be built or erected on the Common Area without written permission from the Board of Directors or their appointed representative, and signing of a Release from Liability and Indemnity Agreement. This includes, but is not limited to, inflatable structures, ramps, tables and chairs in excess of two tables and 10 chairs, and any type of portable walls. Homeowners in violation of this rule will be subject to a fine of \$100.00.

Residents wishing to place a bounce house in the common area for use during a gathering must accept liability by completing an Indemnity Agreement. This form must be submitted to the management company at least 7 days before the bounce house is to be placed in the community.

GENERAL

ALL ITEMS LISTED BELOW REQUIRE ARCHITECTURAL COMMITTEE APPROVAL BEFORE INSTALLATION BEGINS.

1. Installation of sign. (See SIGN REGULATIONS)
2. Fresh air cooling units or turbo-vents shall not be seen from public view.
3. Window replacement
4. Garage Doors
5. Fences
6. Common Area: No one may construct, repair, remove, improve, or otherwise affect any portion of the common area in any manner, unless expressly authorized by the Board of Directors.
7. Satellite Dish

ARCHITECTURAL PERMIT PROCEDURE

Homeowner of Record will

Step "A"

The homeowner(s) will individually or collectively prepare a plot plan as follows in sufficient numbers of copies to permit each signer to have an approved copy plus one copy for the Association records.

1. Plot plan proposal to show residence and garage in relation to construction proposed.
2. Proposal may be drawn to scale, indicating feet and/or inches. Drawings not to scale should indicate "not drawn to scale".
3. Permit proposal to be signed by homeowner(s) of record. Where more than one owner is involved with their permit all owners will jointly sign and date the proposal.
4. Proposal must indicate the type, size and finish color of materials to be used in the proposed construction per Section X, Paragraph 1, Architectural Control, CC&R's.

Processing of Permit

Step "B"

1. Homeowner(s) on completion of Step "A" will deliver signed permit proposal to the Management Company. The Management Company will sign and date the proposal as date of receipt. The proposal will be given to the committee chairperson.
2. Chairperson may conduct a preliminary inspection of proposal at the construction site with the homeowner(s) approval and present the proposal at the next Board Meeting with any applicable comments for the committee's consideration.
3. Should the committee require any corrections or additions to the plans; the chairperson will return the plans to the applicable party(s) for correction and re-submission.

Note: Should the signer(s) to the permit request take exception to the committee's proposed corrections or additions, the signer(s) has the right to appeal to the Board of Directors.

4. On re-submission of the corrected proposal to the committee, they will note the correction(s) or addition(s), and date the proposal. The chairperson is

granted authority to approve the corrected proposal when so authorized by the committee, without further presentation to the Architectural Committee.

5a. When requiring a City of Stanton building permit, the committee or Board approved copy will be submitted to the City of Stanton Building Department for construction approval.

5b. Any changes required by the city must be re-submitted for approval.

Note: For information, it should be noted the timing of the submitted proposal could be critical to prevent exceeding the 30-day limitation for approval. REF: Section X, of the C.C.& R's.

6. The Committee Chairperson will deliver the approved permits to the Board of Director's President for his signature and forward to the Secretary for entry into the Board meeting minutes.

7. If a member of the Board or Architectural Committee submits plans for approval on their unit, they shall not be part of the approval process.

8. Applicant is required to deliver to the Management Company one copy of the approved City of Stanton Building Permit, for the Association records.

Final Approval

Step "C"

1. The Architectural Committee has final approval within 30 days of completion.

2. Unless otherwise specified, a 30-day completion is standard from start to finish.

After final completion of the construction, the Architectural Committee reserves the right to approve the finished project within 30 days.

ARCHITECTURAL CONTROL REGULATIONS

All alteration, modifications or additions to the exterior of your unit, including patio covers, must have the approval from the architectural committee and in most cases a building permit from the City of Stanton.

FENCES

All slump stone fencing that face the common area shall be maintained by replacing and re-cementing any broken, cracked or chipped blocks and by washing.

1. All Broken, cracked or chipped blocks shall be replaced with the same texture and color of the current slump stone. If this is not available due to manufacture discontinuation, the Architectural Committee and the Board must approve the new block before installation occurs.
2. Washing shall be done as needed.
3. Wooden Fences that face the common are shall be maintained by the homeowner.
4. Replacement of the fence must be approved in writing by submitting an architectural request.

GARAGE DOOR MAINTENANCE & SPECIFICATION

Maintenance of WOOD garage doors includes, but is not limited to, proper framing, painting, fixing or replacing damaged wood panels, molding strips and washing. **Garage doors must remain closed when garage is not occupied.**

1. When closed, the garage door should fit completely within the jamb with no scrapping of the jambs when opening or closing.
2. All painting shall be finished in the approved colors. Please contact Management for a list of approved colors.
3. All four panels shall be whole, of the same size, and of the same wood texture and pattern. Replacement of any panel shall be done with the same likeness of the original unless it is not available due to manufacture discontinuation. In such case, the **Architectural Committee and Board must approve the new panel before installation occurs.**
4. All wooden molding strips shall be 2" wide throughout the garage door.
5. Washing shall be done as needed.

Maintenance of METAL roll-up garage doors includes, but is not limited to, replacement of any dented panel, fixing of any hanging rubber molding, proper closure within the doorjamb, and washing.

1. Replacement of any dented panel shall be done with the same brand and likeness of the original unless it is not available due to manufacture discontinuation. In such case, the Architectural Committee and Board must approve the new panel before installation occurs.
2. Replacement of the garage door requires the submission of an architectural request to be submitted to the board for approval before installation. Please contact the manager for the approved style.
3. Rubber molding shall be tacked as needed and replaced with worn. Replacement of rubber shall be done in whole strips (not pieces); on whichever side or top that needs repairs.
4. Proper closure shall be completely flush with ground floor. Up to one inch (1") of rubber may show on the bottom of the garage door. Panels must lie flush to top of each other.
5. Washing shall be done as needed.

PAINTING

The repainting or refinishing of the exterior surface of any building or other structure by the owner is permitted, providing the architectural committee shall have given its approval, following submission of an acceptable description of the work to be done.

Except for occasional major painting projects undertaken by the Association, the maintenance of all doors, windows and fences is the responsibility the homeowner.

Please contact Management for approved colors.

It is the responsibility of the homeowner to make sure that his/her shrubs and other vegetation not touch the walls or roofs. Walls must be kept available for painting by the Association, and walls and roofs may be more easily damaged by the wind, which may cause plants to hit the buildings.

PATIO COVERS

Patio covers shall be constructed in accordance with the City of Stanton Building & Zoning Code. A copy of the plans for construction or modification to existing structures shall first be submitted to the architectural committee chairman for written approval before work is to commence. The City of Stanton will not issue a building permit until the architectural committee has approved the plans for construction.

- 1. Wood, Insulated Alumawood, or equivalent will be approved.**
2. Fiberglass is permitted as patio roofing material, if properly camouflaged and approved by the architectural committee.
3. Patio covers shall not be enclosed to create a patio room.
4. Roll up sunscreens shall be tan or brown (not white).

Please contact Management for approved colors.

ROOFS

No one is allowed on any of the roofs without prior approval from the Management. This would include satellite dish installers, chimney sweeps, or anyone else. The homeowner is responsible for any damage caused by such activity and may face fines up to \$300 if any of his residents, guests, or agents are observed on the roof.

Interior termites are also the responsibility of each homeowner. Call the management company for more details.

SATELLITE DISH RULES

Summary

You do not need approval to install a satellite dish in the area between your residence and your garage. However, *approval is required in advance* if you want to install a satellite dish anywhere else. In both cases, the rules listed below must be followed.

1. Satellite dishes may only be installed in an exclusive use area such as the area between a residence and the garage of that residence.
2. Satellite dishes must be one meter or less in diameter.
3. No part of the satellite dish, related cables or accessories may extend beyond the boundaries of the exclusive use area of the residence for which it is installed.
4. Satellite dishes may not be installed on any part of any building, except the fascia board immediately below the garage roof, and only if that fascia board faces the exclusive use area.
5. Only satellite dishes used for the purpose of receiving television or data transmissions may be installed.
6. Any cables for a satellite dish that are visible from outside of an exclusive use area must be securely mounted every three feet or less to a wall or fascia board. If there is more than one cable, the cables must be bound together securely every three feet or less.
7. Any cables or accessories for satellite dishes that are visible from outside of an exclusive use area must be painted to match the color of the surrounding area of the building on which it is mounted.
8. Any satellite dish, related cables or accessories visible from outside of an exclusive use area must be maintained in good condition.
9. Home owners are responsible for any damage caused by the installation or presence of a satellite dish, related cables and accessories. Home owners are also responsible for any added maintenance costs required by the presence of the satellite dish, related cables and accessories.
10. Only owners of two story units with a front door that faces south may apply to the Board of Directors for approval to install a satellite dish outside of an exclusive use area. Approval is required before installation begins. Without such approval, the Board of Directors may require that the satellite dish be removed; the Board of Directors may impose a fine on the home owner or both. Applications will be approved solely at the discretion of the Board of Directors. Minimum criteria for approval are listed below, and the Board of Directors may require additional conditions.

- a) The satellite dish must be mounted on the south-facing fascia board immediately below the roof of the building.
- b) The satellite dish must be 24 inches in diameter or smaller.
- c) Only one satellite dish may be allowed per unit.
- d) No more than 12 feet of cable may be allowed on the exterior surface of the building.
- e) Cable must follow lines, corners or other features of the building in order to minimize visibility of the cable.
- f) The satellite dish must be removed within one month if it is no longer being used.
- g) All other satellite dish rules listed above, except rules 1 through 4, must be followed.
- h) The home owner must agree in writing to remove the satellite dish before close of escrow for any sale of the unit. If the satellite dish is not removed before the close of escrow, it must be removed by the new owner within one month of the close of escrow. Alternately, the new owner may apply, within one month of close of escrow, for approval from the Board of Directors to leave one satellite dish in place. Any such approval will be subject to the conditions listed within this rule.

11. Satellite dishes that were installed outside of an exclusive use area before the effective date of these rules must be removed within one month of the close of escrow for any sale of the unit on which they are installed. Alternately, the new owner may apply, within one month of close of escrow, for approval from the Board of Directors to leave one satellite dish in place. Any such approval will be subject to the conditions listed within rule 11 (above).

12. Any Satellite dishes that due to a reception problem or dish size that cannot be installed in any of the above locations, and might need to be installed on the association roof; will need prior Board Approval. A diagram from the dish company and the reason why it needs to be installed on the roof must be submitted in writing, for the Board to review. Any roof repair and/or re-warranty of the roof needed after such an installation will be charged to the home owner.

SIGN REGULATIONS

No sign of any kind shall be displayed to the public view on or from any unit or in the common area, without the written consent of the Board of Directors with the following exceptions:

1. "FOR SALE" and "FOR RENT" signs which can be erected on posts no larger than 2" x 2".
2. Two "FOR SALE" or "FOR RENT" signs no larger than 36 inches by 24 inches are permitted at the unit. One additional sign is permitted at the entrance to the complex. No "FOR SALE" or "FOR RENT" signs shall be displayed in a manner which will cause damage to the common area structure.
3. Signs that indicate a security system has been installed.
4. Commercially available "Beware of Dog" signs.
5. Neighborhood Watch signs.
6. Please consult additional sign regulations in reference to parking rule #13.
7. **No other signs may be posted or displayed without Board approval.**

VIOLETIONS OF THESE REGULATIONS ARE SUBJECT TO THE IMMEDIATE REMOVAL OF THE SIGN AT THE HOMEOWNER'S EXPENSE AND/OR PENALTY ASSESSMENT.

WINDOWS AND DOORS

1. All front screen doors and screens shall be black, dark brown, or anodized gold, and must be maintained in good condition.
 - a. Security screens are okay as per the City of Stanton ordinance.
 - b. Good condition is defined as without damage, dents, bends, breaks, or tears: The door must fit properly in the frame and close all the way.
2. Only gray factory-applied tint will be allowed to be installed on any exterior window or patio door. No “stick-on-film” will be allowed. All existing tinted windows will not be required to be changed.
3. The glass of all windows shall be without breaks and cracks; it must fit properly in the frame and close all the way.
4. Window treatments must be appropriate and attractive, such as blinds, shades, curtains, or drapes.
5. Window coverings shall consist of drapery, blinds, decorative panels, or other Architectural Committee approved window coverings. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted except for periods not exceeding two (2) weeks after an owner or tenant moves into a home or when permanent window coverings are being cleaned, repaired or replaced.
6. The exterior side of all window coverings visible from the outside are required to be white, off-white, beige, or other soft subdued color except as expressly approved in writing by the Architectural Committee. No prints will be allowed.
7. All windows that open must be screened. The screens must be without damage, dents, bends, breaks or tears. Screen must fit properly in the frame.
8. Vinyl Windows must be approved by Architectural Committee.
9. This rule covers fans in windows that can be seen from the common area. Fans shall not be on the window sill. Must be on something inside the room where the fan is located. Only one visible fan per a room. Fan must be in good visual condition (no rust or other visible damage). window coverings must not be tangled in the fan, fan must not extend outside the window.

CLUBHOUSE RULES

1. The Clubhouse shall remain locked at all times (excluding the restrooms). Except for: a) Board Meetings, b) Committee Meetings, c) Private Party Reservations:
2. Reservations are for the use of the Clubhouse facilities only, for social not business purposes (other than those stated above), and **do not include the use of the outdoor pool or spa areas.**
3. Homeowner must sign a Clubhouse Use Agreement form acknowledging responsibility and provide a non-refundable users fee, plus a **security deposit** for cleaning and/or damage. Please contact the Management Company for fees.
4. If clean-up is unacceptable, if damage has occurred, or this agreement is violated, the deposit money will be used for the additional clean-up or withheld for possible fines until the next scheduled meeting of the Board of Directors. If the deposit is insufficient, the increase will be billed to the user. The excess of the deposit over costs incurred above will be refunded
 - a. **Any damage to the Clubhouse noticed upon arrival should be reported to the Management Company.**
5. **THE 10:00 P.M. QUIET TIME SHALL BE OBSERVED.** Violation of this is subject to fine. It is expected that all users of the Clubhouse will show courtesy and consideration to neighboring homeowners. **No Live Music.** The premises shall be vacated no later than 12:00 a.m. the following day.
6. Homeowners and Tenants are responsible for the conduct and actions of their guests at all times while on association property. No guest or homeowners are permitted to go past the vinyl fence on the pool side of the clubhouse. Pool furniture and chairs are not allowed to be used, and cannot be brought inside the vinyl fence patio area. The renter further agrees that there will be a Smoketree-Stanton homeowner or the tenant present during the entire time of occupancy by guests.
7. No minors (persons under 21 years) are to serve or be served any alcoholic beverages.
8. The Clubhouse shall be cleaned, including the restrooms, kitchen and main hall, and restored to the same condition as when reserved. Broom and mop is to be supplied by the renter. **All trash, litter, and cigarette butts must be removed from the premises, including outside areas,** by 10:00 a.m. the following day. Clean-up also includes the front entrance and surrounding areas of the Clubhouse. The pool trash bin is not to be used to dump your trash.

9. The use of the Clubhouse is subject to all the Rules and Regulations of the Smoketree-Stanton Homeowners Association.
10. The resident reserving the Clubhouse is fully liable to pay for and assumes all liability for themselves and their guests and holds harmless the Smoketree-Stanton Homeowners Association from and against any or all claims for personal injuries (including death) and/or property damage arising out of, or incurred in connection with the use of the facility granted.
11. The Clubhouse will not be available on New Year's and July 4th.

SMOKETREE PARKING ENFORCEMENT POLICY

The common area parking locations are for the exclusive use of guest and visitors, except for special permits issued by the Board of Directors or the Rules and Regulations Committee.

Community Parking Rules

Safety First! The Smoketree community speed limit is 15 MPH (set by the City of Stanton).

During the hours of 9:00 PM – 7:00 AM all vehicles parked in the common parking area must display a current parking permit, temporary parking permit or safe list pass. (See Parking Permits, Temporary Parking Permits and Safe Listing for details)

1. Parking is prohibited in all designated "Fire Lanes" and curbs as designated by the City of Stanton.
2. Double parking is prohibited at all times.
3. Guests parking for more than 72 hours are required to obtain a temporary parking permit. (See Temporary Parking Permits for details)
4. All un-permitted vehicles must be in their garages by 9:00 PM.
5. Vehicles must be moved every 72 hours under their own power.
6. Vehicles parked in common parking areas must be operational.
7. Vehicles must display current registration tags.
8. Residents who own vehicles which are too large (vans, campers, etc.) to park in their garages, but are less than 20 feet in length, may park in the common area **ONLY BY PERMIT ISSUED BY THE BOARD OF DIRECTORS.**
9. Storage of any motor vehicle, boat, or trailer 20 feet in length or less in common area parking for more than 24 hours (without permit) is strictly prohibited.
10. No parking on the garage side of the streets at any time except for:
 - a. Loading and unloading.
 - b. Washing and waxing.
 - c. Smoketree Stanton Homeowners Association Approved garage side parking spaces.

12. Garage side parking spaces:

Residents may park behind their garage if a parking space is marked on the asphalt by the association. All parts of the parked vehicle must fit completely within the lines painted on the asphalt to mark the parking space. Vehicles that do not fit completely within these painted lines must not be parked in these spaces. Vehicles parked outside of marked lines are subject to tow at the owner's expense.

If your vehicle is seen parked on the back side of your garage and no lines have been painted by the association you will be subject to being towed at the owner's expense. Fines might also be assessed at the Board of Directors discretion.

The resident is responsible for any property damage caused by a vehicle occupying and/or attempting to occupy the garage side parking space.

Vehicles parked in garage side parking spaces must display a current parking permit at all time; unless loading, unloading or being washed. Vehicles parking without a current parking permit or safelist will be cited once and towed if it happens again.

Board approved garage side parking spaces:

12260 & 12268 Briarwood

8148, 8149, 8160 & 8161 Cardiff

8140, 8143, 8146, 8147 & 8150 Carmel

8140, 8144, 8148, 8150, 8154, 8158, 8170, 8174 & 8180 Capistrano

8201, 8203, 8207 & 8211 Del Rey

12336, 12338, 12344, 12384, 12388, 12394 & 12398 San Marcos Drive

12321, 12325, 12337, 12375, 12383 & 12387 Westcliff

13. Compact Car Only Parking Spaces

In parking spaces marked "Compact Car Only" all parts of the parked vehicle must fit completely within the lines painted on the asphalt to mark the parking space. Vehicles that do not fit completely within these painted lines must not be parked in these spaces.

14. No labeled or designated commercial vehicles are to park in the common area overnight.

15. No sign of any kind shall be displayed to the public view from any vehicle in the common area except "FOR SALE" signs and commercially available stickers or decals.
16. Automobiles/pickups must be parked within a marked stall and must not be parked in two spaces at the same time.
17. A vehicle without a valid parking permit may be parked in the common area on street sweeping days for a period of time not to exceed one hour before or one hour after the posted street sweeping times.
18. In the parking areas on Del Rey and North Westcliff, where cars can be parked perpendicular to an adjacent sidewalk, cars must not be backed in due to the effects of exhaust to pedestrians and to our homes. In addition, most cars can block a larger portion of the sidewalk if they are backed in, so front-in parking will only be allowed in those two areas of the complex.

ALL UNAUTHORIZED AND ILLEGALLY PARKED VEHICLES, AS WELL AS VEHICLES WITH EXPIRED TAGS, ARE SUBJECT TO TOW-AWAY AT THE OWNERS EXPENSE AND/OR PENALTY ASSESSMENT FOR EACH OCCURRENCE. (See SCHEDULE OF FINES AND PENALTIES below and see PRIVILEGES DENIED section)

Parking Permits

How to apply for a parking permit: Parking permit applications are available on the Smoketree HOA website in the association documents section.

<http://www.smoketrestanton.org/> > association documents > parking permit

Please return completed parking permit applications to our property manager.

Qualifying for a parking permit:

Owners who are in collections with the HOA attorney and/or who owe fines totaling \$100 or more are denied use of the clubhouse, pool area and parking permits until the account is paid in full.

To qualify for a permit, residents are required to park at least two vehicles in their garages. All vehicles & licensed drivers must be registered to the resident's address in Smoketree HOA. Vehicle registrations will be verified prior to approval of the permit. Board may seek proof of licensed driver and registration of vehicle to a member of the household before issuing parking permits.

- A) In order to obtain a parking permit, residents must have two currently licensed and operable automobiles/trucks in their garage. Licensed vehicles such as, but not limited to, motorcycles, golf carts, etc. do not qualify as an automobile or truck. Two currently licensed and operable

motorcycles with an engine size of 1000cc or more or that equivalent for other motorcycle manufacturers may qualify as the second vehicle in the garage. Homeowner must submit a Parking Permit Application to Board for consideration.

- B) Counting the two cars in the garage, the number of cars that may be parked on the Smoketree premises per unit will be one more than the number of licensed drivers in the household. Therefore, the number of parking permits to park in the common area shall be limited to one fewer than the number of licensed drivers in the household.**
- C) A vehicle with after-market add-ons (such as, but not limited to, luggage racks, antennas, side mirrors, and exterior spare-tire racks) that make it unable to fit in the garage will not be issued a parking permit if there is only one qualifying vehicle in the garage.**

Parking permits are approved for vehicles by residence, and may be used for any vehicle of the residence as long as the residence meets the conditions for a permit as outlined above.

Any and all expenses incurred by the Association for enforcement of the Parking Rules and Regulations will be the responsibility of the individual homeowner.

Vehicle owners holding parking permits are required to notify the Rules and Regulations Committee within 15 days of any additions, deletions or change of a vehicle. Failure to do so may result in revocation of any or all parking permits.

Permits will be in the form of individually numbered hang tags to be displayed from the rear-view mirror of permitted vehicles. These hang tags will help in the enforcement of parking rules.

- 1. Hang tags are \$30.00 each. Hang tags purchased after July 1st are at half price.**
- 2. Lost hang tags must be re-purchased for \$100.00**
- 3. Damaged hang tags may be replaced at no charge.**
- 4. Hang tags are property of the Association and must be returned upon moving from the residence.**
- 5. Vehicles with a copied permit will be towed.**
- 6. Permits must be renewed every 12 months at a cost of \$30.00.**

Temporary Parking Permits

Please contact our property manager to apply for a temporary parking permit.

Temporary permits can be issued upon request, for example, if the garage unavoidably has to be used for a short period of time for other purposes.

Maximum time limit: 90 days.

Safe Listing

Residents will be allowed to safe list a vehicle for their guest seven days out of every 90 days. This will allow an out-of-town visitor to park for a week if needed. **Homeowners may not safe list a vehicle registered to a Smoketree address.**

Please contact our Patrol Service to safe list a vehicle.

Parking enforcement policy:

- a) Parking violation citations will be issued by our Patrol Service.
- b) Any vehicles in violation of the parking rules are subject to citations and/or tow-away at the owners expense.
- c) Repeat violations may lead to loss of parking permit.
- d) Residents are also subject to fines and penalties at the Boards discretion.

Schedule of Fines and Penalties for Parking Violations

1st Violation: A warning letter

2nd Violation: 2nd warning letter

3rd Violation: Hearing and possible fines assessed

PET CONTROL RULES

Except as herein provided, no animals, livestock, birds, or poultry shall be brought with the properties or kept on any lot thereof. (Reference C.C.& R's, Section III, paragraph 2: "Use of residential lots and common area"). Listed below are the adopted rules:

1. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit.
2. Dogs must be on a leash when in the common area.
3. No dog shall be tied or left unattended in the common area.
4. Anyone walking a dog is required to pick up any fecal matter created by the dog.
5. Continuous disturbing noise from any pet will not be tolerated and may be referred to city authorities by nearby residents.
6. Animal refuse in patio areas must be regularly disposed of to eliminate any odors offensive to neighbors.

POOL RULES

Pool hours are from 7AM –10PM Sunday –Thursday and 7AM–11PM Friday and Saturday. All persons using the pool area do so at their own risk. Residents and their guests must observe the following rules for the safety and enjoyment of all.

1. Pool hours for minors 17 years of age under will be from 7 A.M. to 9 P.M. daily, except when accompanied by an adult resident.
2. The 10:00 P.M. to 8:00 A.M. quiet time shall be observed by all residents and their guests in consideration or their neighbor's right to peaceful enjoyment of their property.
3. State Law: Any person of the age of thirteen (13) years or under must be accompanied by an adult eighteen (18) years or older.
4. The use of the pool is expressly limited to residents and their guests. Homeowners or tenants must accompany their guests at all times.
5. Number of persons from each unit allowed to use the pool facilities at one time will be ten (10). If an adult resident is not present, the number of persons and guests per residence between the ages of fourteen (14) and seventeen (17) (inclusive) will be limited to four (4).
6. State Law: Gates shall be locked at all times. Gates must never be left ajar or propped open. Compliance with this rule is mandatory for safety reasons. No lifeguard is on duty and toddlers can fall into the pool.
7. NO GLASS CONTAINERS of any kind (bottles, glasses, ashtrays, etc.) are permitted in the fenced pool area.
8. No bicycles, boogie boards, skateboards, roller skates, etc. are permitted in the fenced pool area.
9. No diving, running, pushing, horseplay, or dunking is allowed.
10. All animals are strictly prohibited from the fenced pool area.
11. Swim wear only is allowed (cut-offs must be hemmed).
12. Pool furniture is for the enjoyment of all. It should not be hoarded or thrown into the pool.
13. Pool keys must be in possession of homeowners or tenants fourteen (14) years of age and older (NEVER IN THE POSSESSION OF GUESTS).

14. Food and drink are permitted provided that trash is appropriately disposed of in trash containers.
15. Due to association insurance regulations, alcohol is not permitted in the pool area at any time.
16. Smokers must supply their own unbreakable ashtrays for cigarette butts.
17. Lifesaving equipment at the pool area should not be considered toys. Its misuse or breakage could cost a life.
18. No fireworks or barbecues in the fenced pool area at any time.
19. THE SWIMMING POOL AREA MAY NOT BE RESERVED FOR PRIVATE PARTIES.
20. Climbing on the clubhouse roof or patio cover is strictly prohibited.
21. Owners who are in collections with the HOA attorney and/or owe fines totaling \$100 or more are denied use of the clubhouse, pool area and parking permits until fines are paid in full.

SPA RULES

1. Elderly persons, pregnant women, children, especially infants and those with health conditions requiring medical care should consult a physician before entering a spa or hot tub.
2. Unsupervised use by children under the age of 14 is prohibited.
3. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
4. Do not use alone.
5. Long exposure may result in nausea, dizziness or fainting.
6. Smokers must supply their own unbreakable ashtrays for cigarette butts.

REFUSE COLLECTION

Rubbish is normally collected once a week. If there is a holiday during the week, rubbish may be picked up on the next day.

1. Refuse containers shall be stored only within the boundary of the lot and shall be obscured from the view of adjoining lots and streets.
2. Storage of refuse containers outside your fence line is prohibited.
3. Containers should not be placed outside your lot (for pick-up) any earlier than nightfall the evening before the scheduled pick-up and removed no later than nightfall day of pick-up.

Note: The disposal company will only pick up the refuse inside the provided container. Refuse outside the container will not be picked up unless a large item pickup is scheduled with the disposal company.

4. Personal belongings such as, but not limited to, furniture, household goods or toys may not be stored in the association's common area, which includes the areas alongside the garages and streets. Residents who want to discard or donate such items can contact Stanton's trash disposal company large item pick up service or another discarded or donated item service to schedule a pick up.

Then the items can be placed behind the residence no earlier than the evening before the items are scheduled to be picked up.

If the items are not picked up within 24 hours, they must be removed from the common area. If such items are left in the common area for more than 24 hours, the homeowner may immediately be assessed a fine in the amount of the association's fine schedule for a first violation. If essentially the same items remain in the common area for more than one week, the homeowner may immediately be assessed an additional fine in the amount of the association's fine schedule for a second violation. If essentially the same items remain in the common area for more than two weeks, the homeowner may immediately be assessed an additional fine in the amount of the association's fine schedule for a third violation.

CABLE TELEVISION, INTERNET AND TELEPHONE RULES

These rules apply to the cables used by local cable television, cable Internet and cable telephone providers.

1. Cable must be securely mounted to a building within six feet of where the cable emerges from the ground.
2. Any cable that is visible from outside of an exclusive use area must be securely mounted every three feet or less to a wall or fascia board. If there is more than one cable, the cables must be bound together securely every three feet or less.
3. Any cable that is visible from outside of an exclusive use area must be painted to match the color of the surrounding area of the building on which it is mounted.
4. No more than 12 feet of cable is permitted on the exterior surface of a building.
5. Cable must follow the lines, corners or other features of the building in order to minimize visibility of the cable.

SMOKETREE STANTON HOMEOWNERS ASSOCIATION

**RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT
(BOUNCE HOUSE IN THE COMMON AREA)**

I, _____, hereby acknowledge that I am eighteen (18) years of age, or older, with full capacity to enter into and agree to the terms of this "Release from Liability and Indemnity Agreement" as follows.

1. I have requested the Association's permission to have a **bounce house** placed on the Common Area for an event which will take place on _____, 20____ (the "Event"). I acknowledge that the Common Area within Smoketree Stanton is operated by the Association as an accommodation for the use and enjoyment of the Association's members, residents, and guests and that use of the Common Area is entirely discretionary and at my own risk.

2. I AGREE TO ACCEPT THE RESPONSIBILITY AND ANY AND ALL RISKS OF INJURY OR DEATH TO ANY PERSON ARISING OUT OF OR RESULTING FROM MY USE OF THE COMMON AREA FOR THE EVENT. THE BOUNCE HOUSE MUST BE CONSTRUCTED ON THE GRASS AREA.

3. I AGREE TO ACCEPT THE RESPONSIBILITY FOR ANY AND ALL DAMAGE TO THE COMMON AREA AND THE IMPROVEMENTS THEREON ARISING OUT OF OR RESULTING FROM MY USE OF THE COMMON AREA FOR THE EVENT.

2. I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL ACTIONS OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AND ARISING AS A RESULT OF ENGAGING IN ANY AND ALL ACTIVITIES FORESEEABLY RELATED TO MY USE AND ENJOYMENT OF THE COMMON AREA FOR THE EVENT, REGARDLESS OF WHETHER EXPRESSLY STATED HEREIN, HOWEVER THE SAME MAY OCCUR, AND FOR WHATEVER PERIOD OF TIME SAID ACTIVITIES MAY CONTINUE.

3. I HEREBY AGREE ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO RELEASE, WAIVE, DISCHARGE, AND RELINQUISH ANY ACTION OR CAUSES OF ACTION, AFORESAID, WHICH MAY HEREAFTER ARISE ON MY BEHALF OR ON BEHALF OF MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL EITHER I, OR MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS PROSECUTE, PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AGAINST THE ASSOCIATION, ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND CONTRACTORS FOR ANY OF SAID CAUSES OF ACTION, WHETHER THE SAME SHALL ARISE BY ANY ACT OF GOD, BY MY OWN NEGLIGENCE, OR BY THE NEGLIGENCE OF ANY OF SAID PERSONS, OR OTHERWISE. IT IS MY INTENTION BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE ASSOCIATION, ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND CONTRACTORS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY

NEGLIGENCE IN CONNECTION WITH MY USE OF THE COMMON AREA FOR THE EVENT HOWEVER THE SAME MAY OCCUR, AND FOR WHATEVER PERIOD OF TIME SAID ACTIVITIES MAY CONTINUE.

4. FURTHER, I AGREE TO INDEMNIFY, DEFEND AT MY SOLE COST AND EXPENSE, AND TO HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND CONTRACTORS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS, LOSS, DAMAGE, AND LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH TO ME RESULTING DIRECTLY OR INDIRECTLY FROM MY USE OF THE COMMON AREA FOR THE EVENT HOWEVER THE SAME MAY OCCUR, AND FOR WHATEVER PERIOD OF TIME SAID ACTIVITIES MAY CONTINUE, AND WHETHER OR NOT RESULTING FROM ANY ACT OF GOD, MY OWN NEGLIGENCE, OR THE NEGLIGENCE OR OTHER ACTS, HOWEVER CAUSED OF ANY THIRD PERSON, OR ANY DIRECTOR, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, OR CONTRACTOR OF THE ASSOCIATION.

7. IN THE EVENT OF ANY ARBITRATION OR LITIGATION ARISING OUT OF THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO ATTORNEYS' FEES AND COSTS OF SUIT OR ARBITRATION.

8. I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND AM FULLY AWARE OF THE CONSEQUENCES OF SIGNING THIS INSTRUMENT. I AM FULLY AWARE THAT THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, INCLUDING THE CONSENTS, AGREEMENTS, AND AUTHORIZATIONS SET FORTH HEREIN, SHALL BE VALID. EVEN IF ENGLISH IS NOT MY PRIMARY LANGUAGE, I ACKNOWLEDGE THAT I FULLY UNDERSTAND THIS AGREEMENT'S CONTENTS AND AM FULLY AWARE OF THE CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Signature

Date

Print Name

Address

Home Telephone