

RULES & REGULATIONS
PREPARED FOR
CASTELLINA NEIGHBORHOOD CORPORATION

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**CASTELLINA NEIGHBORHOOD CORPORATION
RULES AND REGULATIONS**

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**CASTELLINA NEIGHBORHOOD CORPORATION
A PLANNED COMMUNITY**

MEMBERSHIP INFORMATION

Castellina Neighborhood Corporation 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 Castellina Neighborhood Corporation.

Castellina Neighborhood Corporation is a California non-profit corporation consisting of those Owners of Condominiums within the ultimate boundaries of Castellina.

The purpose of Castellina Neighborhood Corporation is to ensure that the Association Property and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in Castellina Neighborhood Corporation 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.

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. In the event of a conflict between these Rules and Regulations and the CC&R's, the CC&R's shall control.

**CASTELLINA NEIGHBORHOOD CORPORATION
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. A courtesy billing statement is sent each month to the billing address on record with the Association. However, 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 assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. 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), unless the declaration specifies a smaller amount.
5. In accordance with California Civil Code 1366, section (e)(3), the Board of Directors may 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, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by Civil Code Section 1367.1 (a) by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee of \$45.00 for the pre-lien notification, which shall be charged to the delinquent member's account.

**DELINQUENCY POLICY
CONTINUED**

7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner 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 Pre-Lien Notification letter. 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. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien 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. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR")

**DELINQUENCY POLICY
CONTINUED**

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, if the amount of the delinquent regular or special assessments is less than One Thousand, Eight Hundred Dollars (\$1,800.00) or less than twelve (12) months, the Board may decide to take a small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

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

12. 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.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

14. 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 16845 Von Karman, Ste 200, Irvine, CA 92606 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.

**DELINQUENCY POLICY
CONTINUED**

15. 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 Castellina Neighborhood Corporation. This policy is subject to change upon thirty (30) day written notice.

CASTELLINA NEIGHBORHOOD CORPORATION

ASSOCIATION PROPERTY RULES AND REGULATIONS

1. Use of Castellina Neighborhood Corporation Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Castellina Neighborhood Corporation Documents.
2. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Condominium or on Castellina Neighborhood Corporation Property or Common Area which will increase the rate of insurance on Castellina Neighborhood Corporation Property or Common Area without the approval of Board.
3. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Condominium or on Castellina Neighborhood Corporation Property or Common Area that will result in the cancellation of insurance on Castellina Neighborhood Corporation Property or Common Area or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on Castellina Neighborhood Corporation Property or Common Area shall be increased, the Owner shall become personally liable for the additional insurance premiums.
4. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Community, except in sanitary containers located in the garage.
5. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. Such containers shall be exposed to view of neighboring Condominiums only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
6. No hazardous waste, substance or material shall be stored or permitted upon any portion of the Community, except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
7. The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. The following are prohibited:
 - Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
 - Washing, hosing or rinsing of vehicles in the driveways or streets.
 - Washing, hosing or spilling of any hazardous materials into the streets.
8. Glass containers need to be kept off the Common Area.
9. Loud music is not permitted.

**ASSOCIATION PROPERTY RULES AND REGULATIONS
CONTINUED**

10. Skateboarding, rollerblading or bicycling is not permitted in the Common Areas.
11. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Condominium.
12. Windows must have appropriate coverings within six (6) months of close of escrow.

CASTELLINA NEIGHBORHOOD CORPORATION

BALCONY & DECKS

1. Owners must maintain their balcony and/or decks in a neat and attractive manner.
2. Balcony and/or decks may not be used for storage.
3. Live plants must have appropriate drainage saucers.
4. Clothes, rugs and any other type of material/product may not be hung over the rails.
5. Clotheslines are not permitted.
6. Items kept on the balcony and/or deck must not interfere with existing drainage.

CASTELLINA NEIGHBORHOOD CORPORATION

OWNER/TENANT RULES AND REGULATIONS

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. No Owner may rent or lease less than his/her entire Dwelling nor rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
4. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of Castellina Neighborhood Corporation Documents, and that any failure by the tenant or lessee to comply with the terms of Castellina Neighborhood Corporation Documents shall constitute a default under such agreement.
5. **Except as superseded by any applicable law or ordinance (such as the operation of a daycare),** no Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
6. Any Owner of a Condominium in the Community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable government ordinances; (iii) the patrons or clientele of such activities do not visit the Condominium or park automobiles or other vehicles within the Community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Condominium; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Builder and/or Castellina Neighborhood Corporation; and (vi) the operator of the business lives in the Residence on a permanent, full-tie basis.

CASTELLINA NEIGHBORHOOD CORPORATION

PARKING RULES

1. All streets within the Community are private streets. Curbside parking along the streets in the Community are restricted to designated areas, and for guests only. Resident or Owner vehicles parked on the street at any time may result in immediate towing at the vehicle owner's expense.
2. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles parked in a fire lane may be immediately towed at the vehicle owner's expense.
3. No Owner shall park, store or keep on Castellina Neighborhood Corporation Property, on his/her Condominium, on any street or elsewhere within the Community: (1) any large commercial type vehicle; or (2) any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats aircraft, mobile homes, limousines, or other similar vehicles); or (3) any inoperable vehicle as defined by the California Vehicle Code. Vehicles violating this restriction may be towed at the vehicle owner's expense.
4. An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage only.
5. Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
6. If an Owner has fewer vehicles than garage parking spaces, such unused space(s) may be used for the storage of goods or other use so long as the garage door remains closed at all times so that the stored goods or other use are not visible to other residents within the Community.
7. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon Castellina Neighborhood Corporation Property on his/her Condominium, on any public street or elsewhere in the Community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
8. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

CASTELLINA NEIGHBORHOOD CORPORATION

PET RULES

1. An Owner may keep within his/her respective Condominium: (i) up to two (2) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an “exotic animal”. Any Owner desiring to keep an “exotic animal” within his/her Condominium shall make prior application to the Board for permission to keep an exotic animal. An “exotic animal” shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Condominium, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
2. The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse Castellina Neighborhood Corporation for any costs incurred by Castellina Neighborhood Corporation as the result of the animal escaping, etc.
3. In all cases, animals may only be kept in accordance with applicable City/County ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
4. Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
5. Pets must be kept on a leash when outside of the home or rear yard.
6. Residents must pick up after their pets.
7. Problems associated with animals must be directed to Orange County Animal Control at (714) 935-6848 or log onto www.ocpetinfo.com where complaint instructions may be filed on-line.

CASTELLINA NEIGHBORHOOD CORPORATION

SIGN RULES

1. No sign or billboard of any kind shall be displayed to the public view on any portion of the Community except the following:
 - a. Signs used by Declarant in connection with the development of the Community and sale or lease of Condominiums.
 - b. Signs posted and maintained by the Castellina Neighborhood Corporation.
 - c. For each condominium, one (1) sign advising of the existence of security services.
 - d. For each condominium, one (1) sign advertising the Condominium for sale or lease, provided it complies with the following requirements:
 - (i) the sign is not larger than eighteen (18) inches by thirty (30) inches in size;
 - (ii) the sign is attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three inches (3") in diameter (i.e. posts, pillars, frames or similar arrangements are strictly prohibited);
 - (iii) the top of the sign is not more than three feet (3') in height above the ground level;
 - (iv) the sign is of a color and style and location authorized by the Design Review Committee; and
 - (v) other signs or displays authorized by the Design Review Committee.
2. Owner is responsible for any damage caused to common area that may be caused by installation of signs.
3. Signs cannot be attached to the exterior of the building.
4. All signs shall comply with any applicable government ordinances.

CASTELLINA NEIGHBORHOOD CORPORATION

“OPEN HOUSE” SIGNAGE ON COMMON AREA

1. Residents (or their agents) wishing to advertise “Open House” for purposes of selling their property must comply with the following:
2. The Owner of the sign shall identify the sign as his/hers in an area no larger than 2” x 3”.
3. Signs may not remain on Common Area overnight.
4. “Open House” signage may be posted on Thursdays, Saturdays, and Sundays only.
5. Signs not complying with policy may be removed by Castellina Neighborhood Corporation.
6. The Owner of the property of sale is solely responsible for adherence to this and all Castellina Neighborhood Corporation policies and guidelines.
7. Owners not complying with this policy will be subject to Castellina Neighborhood Corporation enforcement procedures.

CASTELLINA NEIGHBORHOOD CORPORATION

CONTRACTOR GUIDELINES

The Castellina members are to ensure that any contractor they hire to perform work in the Community adhere to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets. Vehicles and equipment parked in a Fire Lane may be towed immediately at the vehicle owner's expense.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on streets overnight.
4. Contractors shall adhere to County Guidelines to perform work. The following hours are:
7:00 AM – 5:00 PM Monday through Friday
9:00 AM – 4:00 PM Saturdays
5. No construction on Sundays or Federal Holidays.
6. Community landscaped areas and sidewalks must be protected during construction. Castellina will repair any damage to the Common Area caused by the construction activity and will either back-charge the Unit owner or will deduct the cost thereof from the construction/clean up deposit.
7. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be installed while the material is being unloaded. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
8. Contractors shall follow the directives of the property management company, police department and the Design Review Committee.
9. Contractors shall not bring alcohol or drugs on site.
10. Contractors shall not bring dogs or children on site.
11. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.

**CONTRACTOR GUIDELINES
CONTINUED**

12. All construction activity must comply with local governmental codes/permits as well as plans approved by the Castellina Design Review Committee.
13. At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
14. Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
15. Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the Exclusive Use Area. Materials may NOT be discharged into the storm drain).

CASTELLINA NEIGHBORHOOD CORPORATION
ENFORCEMENT POLICY

Discovery of Violation

- A. Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- B. In the event one or more Members of the Castellina Neighborhood Corporation or Board of Directors file a Violation Report, the Board would act as follows:
 - 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
 - 2) Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Castellina Neighborhood Corporation Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
 - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of Castellina Neighborhood Corporation's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Condominium; (d) temporarily suspend rights to use any common recreational amenities located on Castellina Neighborhood Corporation; (e) enter upon a Condominium to monitor and enforce a compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 4) If the decision is to pursue a monetary fine system, the Castellina Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Design Guidelines of the Castellina Neighborhood Corporation.

CASTELLINA NEIGHBORHOOD CORPORATION
RULES AND VIOLATION REPORT

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by Castellina Neighborhood Corporation's legal documents.

REPORT FILED BY:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____
How often does the alleged violation occur? _____

COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO THE ORANGE COUNTY ANIMAL CONTROL AT (714) 935-6848 OR LOG ONTO WWW.OCPETINFO.COM WHERE COMPLAINT INSTRUCTIONS MAY BE FILED ON-LINE.

CASTELLINA NEIGHBORHOOD CORPORATION

FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.
3. If the result of the hearing is a monetary fine, the following fine schedule will apply:
 - a) For violations of time frames for completion of landscaping and landscape installation compliance, a \$250.00 fine will be assessed to the homeowner's account.

For all other violations, a fine of \$100.00 will be applied to the homeowner's account every thirty days that the violation remains outstanding, after hearing.

4. If the violation continues past the hearing and first fine stage, additional hearings may be scheduled with the Owner and the fines may be assessed every thirty days the violation remains outstanding. **Fines may be doubled with each hearing.** Any fines not paid may result in legal action in accordance with California law.
5. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to Castellina Neighborhood Corporation.

NOTE: Should a violation occur which imposes a financial obligation on Castellina Neighborhood Corporation, the party responsible for said violation shall reimburse, by way of a Special Assessment, Castellina Neighborhood Corporation for this financial obligation. If, for example, a party damages a fence, tree or any other Common Property, repair and replacement costs will be charged to that party.

CASTELLINA NEIGHBORHOOD CORPORATION
PROCEDURE FOR HOMEOWNER HEARING

Procedure:

1. Introductions and hearing session procedures.
2. Statement of alleged violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Rules and Regulations of Castellina Neighborhood Corporation.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Homeowner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Invitee: _____ Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____

CASTELLINA NEIGHBORHOOD CORPORATION

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

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 Castellina Neighborhood Corporation 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 Unit Owner against another Unit Owner which, in the Board's sole discretion, does not impact the Association Property.
2. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute for resolution and, either mediation was completed or the other party refused to submit the dispute to mediation.

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 mediation 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 SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES.**

CASTELLINA NEIGHBORHOOD CORPORATION

STORM DRAIN WATER RUN-OFF POLICY

WHEREAS, the Board of Directors for Castellina Neighborhood Corporation (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 government 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 an “Special Assessment” or similar according to the Governing Documents of the Association” and collection thereof will be subject to the Delinquency Policy of the Association.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN CASTELLINA NEIGHBORHOOD CORPORATION.**