



COMMUNITY ASSOCIATION

RULES AND REGULATIONS

TABLE OF CONTENTS

	Page #
<u>COMMUNITY ASSOCIATION INTRODUCTION</u>	1
<u>PURPOSE AND LEGAL STATUS</u>	1
<u>GOVERNING BOARD</u>	2
<u>PROPERTY MANAGER, VERDERA COMMUNITY ASSOCIATION</u>	2
<u>GOVERNING BOARD</u>	2
<u>COMMUNITY ASSOCIATION MEMBERSHIP</u>	2
<u>GUESTS</u>	3
<u>MEMBER BILLINGS AND CHANGE OF ADDRESS</u>	3
<u>DOCUMENT REVIEW</u>	3
<u>ASSOCIATION PROPERTY</u>	3
<u>USE OF FACILITIES AND ASSUMPTION OF RISK</u>	4
<u>CONDUCT OF MEMBERS AND DISCIPLINE</u>	4
<u>GATE ATTENDANTS</u>	5
<u>GATE ENTRANCE</u>	5
<u>STREET PARKING</u>	5
<u>SPEED LIMIT</u>	6
<u>GOLF CARTS</u>	6
<u>BUSINESS ACTIVITIES</u>	7
<u>PETS</u>	7
<u>GARBAGE, RECYCLING, AND YARD WASTE CONTAINERS</u>	8
<u>ARCHITECTURAL CONTROL</u>	8
<u>LANDSCAPING</u>	9
<u>SIGNS & HOLIDAY DECOR</u>	10
<u>SPORTS FIXTURES</u>	10
<u>EXTERIOR LIGHTING</u>	10
<u>STRING LIGHTS</u>	11
<u>COMPLIANCE AND DESIGN REVIEW COMMITTEE DISCIPLINARY RECOMMENDATIONS</u>	11
<u>FINES FOR GOVERNING DOCUMENT VIOLATIONS</u>	11
<u>INTERNAL DISPUTE RESOLUTION (IDR) PROCEDURES</u>	12
<u>APPLICATION OF PROCEDURE</u>	
<u>ASSOCIATION RIGHT TO FILE CIVIL ACTION</u>	
<u>ASSOCIATION IDR PROCESS - ELEMENTS OF FAIR PROCEDURE</u>	
<u>ALTERNATIVE DISPUTE RESOLUTION POLICY</u>	14
<u>REQUEST FOR RESOLUTION</u>	
<u>REQUIRED NOTICE TO MEMBERS</u>	
<u>FILING OF CIVIL ACTION</u>	
<u>FAILURE TO SATISFY THE ADR PROCESS</u>	
<u>FINALITY</u>	15
<u>APPENDIX A – SCHEDULE OF FEES</u>	16

COMMUNITY ASSOCIATION INTRODUCTION

We are pleased that you have become a Resident of Verdera Community Association (the "Association") and look forward to serving you. These Rules and Regulations are for the benefit of the Residents of the Association and their Guests to enjoy the Association facilities to the fullest. The Rules and Regulations also provide for a reasonable level of protection of Association assets to assure their availability for future use.

The Rules and Regulations for the Association, and the overall approach of your Association in performing its mission and responsibilities to its Members, are based on the Golden Rule. We don't want to over regulate, however, it is expected that all Association residents will be respectful of Association Rules, and of other Residents in the community.

We can only achieve this goal with your cooperation. Please ensure that you, your family, lessees, and any Guests are familiar with the Rules and Regulations.

Welcome home.

VERDERA COMMUNITY ASSOCIATION INFORMATION

PURPOSE AND LEGAL STATUS

Verdera Community Association is a California nonprofit mutual benefit corporation formed to operate and maintain the Association's Common Areas and facilities, to enforce the rules and regulations adopted by the Board of Directors as well as the Declaration of Covenants, Conditions and Restrictions; and to promote the use and enjoyment of the Common Areas of Verdera community.

The Association, as an incorporated entity, is a private property owner in its own right, and it speaks through its Governing Documents and the policies established by its Board of Directors. Members have specified privileges in the use and enjoyment of Common Area properties, but subject at all times to the Association's right to reasonably regulate and control its facilities and property. The Association is primarily responsible for enforcement of the Governing Documents; the establishment of reasonable policies, rules and procedures regulating use of all Common Area properties; administering and enforcing the Design Guidelines and review; and for managing, maintaining, operating, and controlling all areas of common responsibility.

The primary "Governing Documents" include the following:

- i. The Articles of Incorporation of the Verdera Community Association;
- ii. The Master Declaration of Covenants, Conditions and Restrictions for The Verdera Community Association referred to in these Rules and Regulations as the "CC&Rs";
- iii. The Association Bylaws;
- iv. The Design Review Committee Guidelines;
- v. And these Rules and Regulations.

If there is an inconsistency between these Rules and Regulations and i through iv above, the provision in documents i through iv shall prevail. The Rules and Regulations are to supplement the CC&Rs and provide simplification of many CC&Rs provisions as well as adding Rules and Regulations that may be approved by the Board and do not require Member approval.

GOVERNING BOARD

The Association is governed by a Board of Directors (the "Board") which conducts, through its corporate power, all the affairs of the Association. The Board has the ultimate fiduciary responsibility for the business and activities of the Association.

PROPERTY MANAGER, VERDERA COMMUNITY ASSOCIATION

Under the direction of the Board, the Property Manager oversees, coordinates, and facilitates the Association's day-to-day operation. The Property Manager ensures smooth operation of the Association by providing a full scope of management duties under the authority of established policies and procedures of the Board.

COMMITTEES

The governance of the Association functions through Committees; each Committee reports to the Board and provides the Board with recommendations concerning the Committee's area of assigned responsibility.

From time to time, the Board may establish Ad Hoc temporary committees to address a specific issue. When the Ad Hoc Committee has finished its assignment, the Committee is dissolved.

COMMUNITY ASSOCIATION MEMBERSHIP

All Verdera property owners are "Members" of the Association. Members are subject to all provisions of the Governing Documents and are entitled to the use and enjoyment of all roads and other Common Areas and Common Facilities within the Development. [\(ref: CC&Rs Sections 1.32, 1.34, and 3.01, also Bylaws Section 3.01 and 6.01\)](#). Members are required to notify the Association of any change of Owner, Lessees, or Contract Purchasers [\(ref CC&Rs Section 2.06 \(a\) and 2.06 \(b\)\)](#).

A resident may be a property owner, a Lessee under a long-term rental agreement residing in the community, or a family member residing with a Member or Lessee.

GUESTS

Guests of Residents are welcome in the community. Members and Residents shall be responsible for their guest's and family member's compliance with the Governing Documents and these Rules and Regulations. Guest participation may be restricted for certain events or activities.

MEMBER BILLINGS AND CHANGE OF ADDRESS

Member assessments are billed monthly (in advance) and appear as a charge on the Member's account. Statements will be mailed within (5) working days of the last day of each month. The balance on the account is due on the first of each month and considered delinquent if not received by the 15th. Late fees will be applied. (See [CC&Rs Section 1.05, 3.04, and Article IV.](#)) Members have the option to enroll in autopay.

Any request for a change in mailing address must be made in writing and delivered to the Association's Office.

In addition, Civil Code §4041 annually requires each Member to provide written notice to the Association of the mailing address for notices for each property owned and whether the residence is owner occupied or leased. Members can send notices to nshadeasoc@aol.com For other Member account questions, they can call (408) 225-3001.

DOCUMENT REVIEW

Key operating documents pertaining to the Association are available for review on the Association website at VerderaHOA.com. These documents include the Verdera CC&Rs, Bylaws, Minutes of open Board meetings, Resolutions, as well as other public documents pertaining to legal requirements of the Association. Documents can be copied for Members or Residents at a nominal fee. Membership data is restricted from public access to protect the members' rights and privacy expectations.

ASSOCIATION PROPERTY

The Common Property of the Association includes the streets, landscaped median property, property on either side of the community entries and entry gate approaches; community streets, community sidewalks, and community walking paths **within** the Verdera gates; Verdera gates, perimeter walls and perimeter fencing; the lake at the Lake Gate and the pond near Vista de Madera; and other median and open areas within the Verdera Community. The Common Property of the Association is collectively referred to as the "Common Areas". The Association is responsible for the maintenance, improvements, and repairs of the Common Areas. The property along Twelve Bridges Road directly outside of the Verdera Community walls is not Association property and is maintained by the City of Lincoln. ([ref CC&Rs section 3.06a, 7.01, Exhibit C LEGAL DESCRIPTION OF THE ASSOCIATION COMMON AREA,](#) and [Bylaw Section 1.04 \(e\)](#))

The streets within Verdera are the private property of the Association. The community is served by the Lincoln Police & Fire Departments. Signs that read "Private Property All California Vehicle Codes Enforced" are posted at all vehicle entrances into Verdera. Please be aware that any violation of the Vehicle Code can result in being ticketed by the Lincoln Police. ([Ref CC&Rs Section 8.15](#)). Emergency services may be contacted in an emergency by dialing 911. For Non-emergency services the **Lincoln Police Department may be reached at 916-645-4040 and they are located at 770 7th Street. The Lincoln Fire Department non-emergency phone number is 916-645-4040 and our closest fire station is at 2525 East Joiner Parkway.**

The Association is not affiliated with the Catta Verdera Country Club ("CVCC"). The golf course, club house, cart paths, streams and ponds are the property of CVCC and use of those facilities is for the exclusive use of its members and guests. Residents of the Verdera Community Association are not entitled to the use of the CVCC facilities unless they are members of CVCC, and subject to its rules.

The Association office is located at 1875 Ladera Drive, Suite 3, Lincoln CA 95648 on property that is owned by CVCC. From time-to-time CVCC facilities are used by the Association for its meetings and other activities. Use of the CVCC facilities during Association activities does not constitute membership in CVCC. The Association telephone number is (916) 253-9205 (no texting).

USE OF FACILITIES AND ASSUMPTION OF RISK

The use of Verdera Community Association's Common Areas, streets, sidewalks, pathways, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Verdera Community Association has facilities for and provides activities such as social events. Participation in Verdera Community Events, and use of Common Areas, involve situations, environments, and/or activities that may lead to injury or illness. All Members, Lessees, and guests are notified that use of Common Areas, facilities, and/or participation in Verdera Community events is voluntary and assume all associated risks.

CONDUCT OF MEMBERS AND DISCIPLINE

Any Member, Resident, or Guest not adhering to posted or otherwise obvious safety rules may be asked to leave Common Area Property. With respect to safety, polite behavior, and sanitation, the Association staff's judgment will prevail in all instances. Any complaint relating to a staff member's decision may be later appealed to the Board; however, until such appeal is heard the staff member's decision stands. Arguing, being abusive to, or otherwise challenging a staff member may result in disciplinary action. Members and Residents assume behavioral and financial responsibility for their family members and guests. Community quiet hours are 10pm to 7am daily ([CC&Rs Section 8.03](#)).

Members, Residents, and/or any of their guests charged with violations or misconduct (including but not limited to destruction of property and vandalism) will be subject to disciplinary actions (which may include fines or suspension from facilities) by the Board ([Bylaws Section 6.04](#)) ([CC&Rs section 13.06](#)).

GATE ATTENDANTS

The Association has Gate Attendant employees who are present at various times at the main gate and also patrol the Association streets. The Gate Attendants are not security guards. Any suspicious or suspected criminal activity must be reported immediately to the Lincoln Police Department and or the Lincoln Fire Department. The Gate Attendants are on the Association property daily from 6:00 am to 10:00 pm daily. **The telephone number for the gate attendant on duty is 916-677-7941.**

GATE ENTRANCE

- a. Verdera Residents are encouraged to display the Verdera Logo decal on the driver's side front windshield in the lower left corner. This assists our gate attendants in recognizing Resident vehicles. Decals are provided free of charge from the Association's office.
- b. The Resident gate access code (changed quarterly) provides unlimited access to the community and is for resident use only. It should not be given to friends, service providers or occasional visitors.
- c. For security purposes, Verdera Community Association provides Vendor access gate codes which have limited access hours for vendors, service providers, and contractors. The vendor gate codes allow entry Monday-Friday 7:00 am to 7:00 pm and Saturdays 8:00 am to 5:00 pm. No vendor access is allowed on Sundays, New Year's Day, President's Day, Martin Luther King Jr. Day, Veteran's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas or Easter. The vendor gate access codes are changed annually. Owners should give vendors and contractors the vendor gate access code (not the Resident gate access code).
- d. The entrance gates provide limited vehicle access and are programmed to close and open at certain speeds for safety reasons.
- e. Residents can purchase non-refundable gate transmitters that open entrance gates from the Association at a nominal cost.
- f. Common Area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

STREET PARKING (Ref CC&R Section 8.14a)

- a. No commercial vehicle may be parked on the driveways, or the streets, overnight. Commercial vehicles include, but are not limited to, passenger vehicles such as limousines for 10 or more passengers; vehicles with logos that are larger than 36"x36" on each side; those that have toolboxes visible 6" above the truck bed walls, mounted racks for ladders, building material, mounted emergency lights (excludes first responder vehicles), and/or extended cabs; and/or vehicles with payload capacity weight of more than 1 ton. This does not apply to trucks designed for non-commercial use or pickup trucks that are less than 7 feet tall and have a payload capacity weight of less than 1 ton.

- b. No recreational vehicle (RV), mobile home, camper van, travel trailer, tent trailer, vehicle or equipment trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment, or commercial vehicle may be parked, maintained, constructed, reconstructed, or repaired on any Lot, at any residence, or on any street within the Community that may be visible from neighboring homes, Lots, or the Golf Course.
- c. Loading, unloading and/or cleaning RVs, or any of the vehicles identified under the preceding section b above, is allowed for up to one 24-hour consecutive period and not to exceed 120 hours/month. Under no circumstance can these vehicles be used for overnight lodging.
- d. No automobile, motorcycle, motorbike, or other motor vehicle shall be maintained, constructed, reconstructed, or repaired upon any Lot, street, driveway, or Common Area.
- e. Inoperable vehicles may not be stored or parked on any occupied or unoccupied Lot, driveway, or street within the community where visible from neighboring Lots or the golf course. [\(Ref. CC&Rs Section 8.14 \(b\)\)](#)
- f. On-street parking is prohibited between midnight and 6:00 am. Vehicles that violate this Rule will receive a notice placed on the front windshield. The third violation of the vehicle will result in the vehicle being towed at the vehicle owner's expense.
- g. Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- h. Residents must keep the driveways clean of any oil or other stains.
- i. All residents' vehicles must display current registered state license plates and the free Verdera sticker that can be obtained from the Property Manager. Unregistered vehicles must be parked in the resident's garage.

SPEED LIMIT

The maximum speed limit within the Verdera Community is 25 miles per hour or as posted. All vehicles should slow down and give right of way to pedestrians.

GOLF CARTS

The Association allows golf carts and neighborhood electric vehicles (NEVs) to be operated within the Verdera Community. Any driver of a golf cart or NEV must hold a valid driver's license and obey all California traffic laws. These vehicles may only be operated on the streets. Please refer to [CC&Rs Section 8.15\(c\) and 8.15\(d\)](#) for further restrictions and California Vehicle Code 21115.

To ensure the safety of all residents, guests and members driving golf carts must abide by all of the following conditions:

- Total number of occupants cannot exceed the number of seats; and passengers must be seated at all times.
- Obey all traffic signs and yield to pedestrians at all times.
- Have operating headlights.
- May not be driven on Common Area trails and sidewalks.

BUSINESS ACTIVITIES

No business or commercial activities (including garage or yard sales) of any kind are to be established, maintained, permitted, or conducted in any home or on any portion of the Common Areas in violation of local ordinances, federal or state law or [CC&Rs Section 8.06](#). This limitation does not restrict the ability of an individual to work from home in administrative activities of a commercial business, or in a hybrid or remote work position. No other onsite employees, excluding household employees, are permitted.

PETS

Two common uncaged household pets may be maintained within a home under the following conditions. ([Ref. CCR&Rs Section 8.04](#))

- a. "Uncaged" means animals that are not contained in aquariums, habitats or other environments normally associated with fish, hamsters, etc.
- b. No pets are allowed on Verdera property that the Board determines to be a threat to the safety, welfare, quiet comfort, or enjoyment of other residents. If the Board determines that a pet is a nuisance, annoyance, or threat, the Board may require the pet to be removed from the premises or may impose other mitigation requirements on the Owner to eliminate the nuisance, annoyance or threat. Pet owners are responsible for controlling the noise of their pets. Refer to the [CC&Rs Section 13.06](#) for enforcement and hearing process.
- c. Pet owners agree to comply with:
 - The California State Health and Safety Code
 - All other applicable governmental laws and regulations, such as but not limited to licensing, vaccinations, leashing, sanitation, etc.
- d. All pets must be restrained on a leash in Common Areas and under no circumstances are they to be allowed to run free. Any pet found off-leash in the Common Area may be removed to a pound or animal shelter by calling the appropriate authorities.
- e. No Owner, tenant or guest shall authorize, bring into, or keep within the Verdera community or individual household (a) any pit bull, rottweiler, mastiff, presa canario, or any other dog breed known as a "fighting breed" or mix thereof. (Exception; registered service dogs with the Association as legally defined. Exemption for Persons with Disabilities. Pursuant to State law [HUD ref 4350.30, 4-14(b)], service animals that assist persons with disabilities auxiliary aids. Examples include guide dogs for persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional assistance animals.
- f. Members may not maintain pets for commercial breeding or any other commercial purposes.
- g. No livestock including, but not limited to, pigs, or poultry of any kind shall be kept, bred, or raised on any Lot or in any residence.
- h. Pet owners are responsible for any personal injury or property damage caused by their pets.
- i. Pets shall not be left unattended or tethered outside the pet owner's residential Lot, which is open, accessible, or exposed to Common Area property.

- j. Pet owners must clean up after their pet's waste in any and all areas within Verdera Common Areas and residential Lots.

GARBAGE/RECYCLING AND YARD WASTE CONTAINERS

These containers shall be stored on each home or Lot in areas that are screened and not visible from neighboring Lots, Common Areas, Golf Course and or any street. Refuse containers may be placed for pickup no earlier than 5:00 pm on the day prior to the collection day and must be stored no later than 8:00 am on the first day following collection day. No owner or resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any home, Lot or elsewhere in the Community except in appropriate containers. Any extraordinary accumulation of rubbish, trash, garbage, or debris shall be removed from the Community to a public dump or trash collection area by the Owner at his or her expense. ([Ref. CC&Rs Section 8.07](#))

ARCHITECTURAL CONTROL ([CC&R Article 5](#))

Please remember that you must get Design Review Committee (DRC) approval BEFORE making any changes or additions to your home or property. Design criteria and application forms are available from the [VerderHOA.com](#) website.

- a. Alterations, additions, or modifications made to your Lot, or the exterior surfaces of your home must have prior written approval from the Design Review Committee or the Board. This includes visible landscaping, solar energy systems, fences, walls, screens, bamboo blinds, decks, lattices, pools, spas, home or driveway color changes, sheds, fountains, statues, patio covers, and/or any sports apparatus, etc.
- b. Application forms are available at [Verderahoa.com](#) under the Documents and Forms section. They are the New Construction Application, Minor Revision Form, and/or Backyard Landscape & Pool Application. All require DRC approval prior to starting work. Upon completion of improvements, please submit the Notice of Completion Form with the required photos of the completed work.
- c. The Design Review Committee has developed guidelines concerning exterior Improvements to your home and/or Lot. These guidelines conform with the CC&Rs of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications to the home so the Committee may render its decision.
- d. The Board may also assess fines for non-compliance of Board requests to have non-approved alterations restored to their original condition.

If a Member engages in construction or alterations that require Design Review Committee approval, without submitting plans and specifications for review and approval, or varies from approved plans, the Design Review Committee shall have the authority to order an abatement (“Red Tag”) for any such construction or alteration. If the Member fails to remedy any noticed noncompliance within thirty (30) days from the date of notification, or if the Member notifies the Committee in writing that the project has been “Red Tagged” without justification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date for a hearing regarding the alleged noncompliance.

LANDSCAPING

Each Member is responsible for all the care and maintenance of landscaping on their Lot including the adjacent public street right of way, between the sidewalk (if any) and curb. Members are not responsible for Common Area landscaping. Exception: Villages assessed for front yard maintenance will have front yard landscaping services provided through the Association.

Members must maintain all landscaping in a first class, neat and attractive manner consistent with the design and quality standards submitted and approved by the Design Review Committee, and in a condition comparable to that of other well-maintained residences in the community. Specific DRC Guidelines may be found on-line in the Documentation and Forms section of the Verdera HOA website at www.VerderaHOA.com

Failure on the part of the Member to maintain their landscaping can result in fines. See Schedule A. The Association may exercise its rights to enter an Owner’s Lot and perform necessary repairs and/or maintenance to the standards & quality set by the Association’s governing documents, or if the condition of the Lot causes a health & safety hazard. The costs for these repairs and maintenance will be assessed to the member ([ref CC&R 7.02, 7.03\(b\), and 5.13](#))

Minimum Requirements:

- All landscaping shall be maintained in a neat and orderly condition.
- Remove weeds on a regular basis, at least once a month.
- Remove and replace diseased or dead lawn, trees, ground cover or shrubs.
- Neatly mow all lawn areas.
- Trim trees and shrubs neatly .
- Maintain irrigation systems so they are in good working condition to ensure regular watering of landscape areas, and to maintain the health and vitality of landscape materials.
- Landscaping includes lawns, shrubs, trees, flowers, permanent works of art, walls, pillars, fountains, paths, and other similar improvements used to decorate a yard. The Design Review Committee does not approve the use of artificial materials such as plastic plants, flowers, or shrubs with the exception of artificial turf, which is subject to DRC approval.
- No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on any Lot in a manner which is Visible from Neighboring Property or Visible From the Golf Course. ([CC&Rs Section 8.09](#))
- Adherence to Fire Safety requirements specified in [CC&Rs Exhibit E](#).

SIGNS AND HOLIDAY DECOR ([ref CC&Rs 8.05](#))

Signs are restricted and not allowed on any member lots, or windows that face out which can be visible from the golf course or other lots. There are only a few exceptions including, but not limited to, Association approved real estate signs, security or surveillance signs, and/or “no solicitation” signs, and are subject to DRC approval.

Political signage is limited to member or resident lots only, 90 days prior to an election and must be removed within 10 days after the election.

Holiday decor must be in good taste, may not include graphic depictions of violence, and lighting must be turned off within 2 weeks and all decor, including colored and icicle type lights must be removed within 30 days of the holiday’s passing.

SPORTS FIXTURES

Sports fixtures are basketball hoops (fixed or portable), backboards or other fixed sports apparatus that are visible from neighboring property or the Golf Course. All sports fixtures proposed for backyards must be approved by the Design Review Committee. Standard size, portable standard basketball hoops must be lowered and stored in garages when not in use. They may not be attached to the front of any Residence or erected in the front or side yard of a Lot where visible from neighboring backyards when not in use. Portable basketball hoops may not be placed on driveways, sidewalks, or the public streets at any time. ([Ref. CC&Rs Section 8.11](#))

EXTERIOR LIGHTING

Except for front door, garage, and porch lights, exterior lighting should be used primarily to provide light for walkways. Secondly, lights may be used to accent the architecture of the home or featured trees and must be approved as part of the Landscape plans. Exterior lighting must not impact adjacent properties, thus any flood lamps must direct light downward. Exterior lighting should utilize low-voltage fixtures and be kept as close to the ground as possible.

1. All Non-essential exterior lighting should be turned off at 10:00 pm. Exterior lighting should not impact a neighbor’s property, be a visual nuisance, or cause light pollution. The issue of whether a nuisance exists shall be determined by the Association in its sole discretion. No colored lights are permitted within the Verdera Community (except limited duration holiday displays and yellow insect type lights). ([ref CC&Rs Section 6.15](#))

STRING LIGHTS

This style of lighting describes overhead lighting installed for subtle illumination and may not be used for area lighting or general illumination. This lighting should be subtle, as it can cause a nuisance to nearby homes, CVCC, Common Areas, and can contribute to light pollution. The String Light restrictions do not apply to seasonal holiday lighting and seasonal décor. It also does not apply to the Verdera Community entrance gates as it provides additional lighting for the gate attendants and/or cameras.

String Light Conditions:

- String lighting is permitted in enclosed atriums, front yard enclosed courtyards, 'U' shaped architectural indentations, beneath backyard patio covers, and inside California Rooms, if installed in a manner that does not create a visual nuisance to the neighborhood.
- String lighting is NOT permitted in the open front yard, side yards, or open property line fences, e.g., iron fence. String lighting may be installed along the interior of solid fencing, below the fence line only if it is not easily visible from neighboring lots, Common Area, or the golf course.
- String lighting must not be allowed to fall into disrepair.
- String lighting must be turned off by 10:00 pm or by 4 hours after dusk, whichever is earlier. Any lighting installation determined by the Association to be a nuisance or otherwise in violation of the above standards must be removed.

COMPLIANCE AND DESIGN REVIEW COMMITTEE DISCIPLINARY RECOMMENDATIONS

Recommendations from the Design Review Committee regarding disciplinary actions are considered advisory in nature. The Board shall determine whether to accept, modify, or reject any Committee recommendations.

FINES FOR GOVERNING DOCUMENT VIOLATIONS

Upon determination by the Property Manager or the Board of Directors that a violation of the Governing Documents exists, a written notice will be given to the Member in violation. The first violation will be a written notice to the Member advising of the violation, applicable or potential fines, and/or violation corrections required to be compliant with the Governing Documents (See Appendix A for a schedule of fines).

If the Member fails to respond to the first notice of violation or correct the violation in 30 days, or if a Member commits the same violation more than once, an additional written notice of violation will be sent to the Member assessing fines and indicating that further or continuing violations may result in a hearing before the Board of Directors.

Other remedies are available to the Board if, in its determination, a continued violation or nuisance exists. ([See CC&Rs Article XIII](#))

INTERNAL DISPUTE RESOLUTION (IDR) PROCEDURES

APPLICATION OF PROCEDURE

Civil Code §§5900 through 5920 codify internal dispute resolution procedures (“IDR PROCESS”) that an Owner and the Association must pursue when a dispute arises between them involving their respective rights, duties, or liabilities (i) under the Davis-Stirling Act¹; (ii) under the Mutual Benefit Corporation Law²; or (iii) under the Association’s Governing Documents. The Board is adopting this IDR Process to meet minimum requirements for fair, reasonable, and expeditious dispute resolution procedure³. This IDR Process applies to disputes between Verdera Community Association (“ASSOCIATION”) and a Member, whether invoked by the Member or Association. This IDR Process supplements (but does not replace) the Association CC&R ADR Process⁴. The Association shall include a copy of this IDR Process in its Annual Policy Statement⁵.

ASSOCIATION RIGHT TO FILE CIVIL ACTION

If a Member has appropriately requested the Association to participate in the IDR Process, the Association is prohibited from filing a civil action against the Member regarding the dispute unless the Association complies with this IDR Process after the Member has invoked the IDR Process⁶.

ASSOCIATION IDR PROCESS - ELEMENTS OF FAIR PROCEDURE

1. Either the Association or the Member may initiate the IDR process⁷. If the Member initiates the IDR Process, the Association must participate in good faith. If the Association initiates the IDR Process, the Member has the right, but not the obligation, to participate⁸.
2. The Association shall not charge the Member a fee to participate in the IDR Process⁹.
3. A request to participate in the IDR Process must be in writing¹⁰. For the Association, the Board must first-class mail (postage prepaid) the request to the Member’s address reflected on the Association’s records, unless the Member has consented to electronic receipt of notices by which the Association may deliver the request via electronic transmission. For a Member, the Member shall electronically deliver or first-class mail the request to the address of the Association’s Property Manager, Association’s Secretary, or such other person or entity the Board has designated in a resolution to receive such a notice.

¹ See Civil Code §§ 4000 et seq.

² See Corporations Code §§ 7110 – 8910

³ See Civil Code §§ 4360; 4365; 591

⁴ See Civil Code § 5900(b)

⁵ See Civil Code § 5920

⁶ See Civil Code § 5910.1

⁷ See Civil Code § 5915(b)

⁸ See Civil Code § 5915(b)(2)

⁹ See Civil Code § 5915(d)

¹⁰ See Civil Code § 5915(b)(1)

4. The IDR request shall identify the requesting party(ies), the party to whom the request is directed, the nature of the dispute and the facts supporting the requesting party's position. The requesting party shall attach as exhibits documents to the request in support of the requesting party's position to the extent available or appropriate. If the Member intends to have his/her attorney present at the IDR meeting, the member must make that declaration in the notice.
5. If the Association has properly delivered¹¹ an IDR request to a Member and the Member has not responded to the request within thirty (30) days of delivery, the Association's request shall be deemed rejected by the Member.
6. Within fifteen (15) days of receipt of a Member's IDR request or Member's agreement to participate in Association-initiated IDR, the Board shall inform the member in writing by first-class mail, ¹² postage prepaid, of the representative(s) the Board has designated to represent the Association in the IDR Process, ¹³ and of a proposed date, time and place for the Association's designated representative(s) and the Member(s) to meet and confer in an attempt to resolve the dispute. ¹⁴ Unless the Parties mutually agree in writing upon a different date, the parties shall meet and confer in person (or video conferencing) no later than thirty (30) days from the Association's receipt of the Member's IDR request or the Member's response to the Association's IDR request, as the case may be.
7. During the IDR meeting, both the Association and the Member(s) shall have a reasonable opportunity to state and explain their positions regarding the issue or matter in dispute and confer in good faith. ¹⁵ Either party may present evidentiary witnesses in support of their position. Character witnesses are prohibited.
8. If during the IDR meeting the Member(s) and the Board's representative(s) reach an agreement to resolve the dispute partially or totally, both parties shall memorialize the agreement in writing within a reasonable time after the meeting concludes. Both the Member(s) and the Board designee(s) must sign the writing to be effective. ¹⁶ At the next regularly scheduled Board meeting following the meet and confer, a majority of a quorum of the Board of Directors shall ratify the agreement if: (i) the Board concludes that the agreement is not in conflict with the law or the Association's Governing Documents; and (ii) the agreement is consistent with the authority granted the Board of Directors. The agreement shall only become binding on the parties if such an agreement is ratified by a majority of a quorum of the Board. The Board shall provide the Member(s) a copy of the signed agreement within fifteen (15) days of execution, and the Association shall maintain the original in its business records.

¹¹ See Paragraph 3 above.

¹² Or electronic delivery if the Member has consented to electronic delivery.

¹³ See Civil Code § 5915(b)(3) (the Board shall designate at least one Director to participate in the meeting).

¹⁴ See Civil Code § 5915(b)(4) (the parties shall meet promptly at a mutually convenient time and place).

¹⁵ See Civil Code § 5915(b)(4).

¹⁶ See Civil Code § 5915(b)(5).

9. If the parties to the dispute are unable to resolve the matter using this IDR process, the Association or the Member(s) may then proceed under the Association's Alternative Dispute Resolution(ADR) Policy.

ALTERNATIVE DISPUTE RESOLUTION POLICY

APPLICATION OF ADR PROCEDURE (ADR)¹⁷

In the process of progressive pre-litigation enforcement procedures¹⁸ set forth in the Davis-Stirling Act, the Association or the Member must participate in ADR (the "**ADR Process**") before filing a civil action for declaratory or injunctive relief in Court (or those forms of relief coupled with a demand for damages not in excess of \$10,000) relating to (collectively, an "**ENFORCEMENT ACTION**");¹⁹ (i) enforcement of the Davis Stirling Act; (ii) enforcement of the Mutual Benefit Corporation Law; or (iii) enforcement of Verdera Community Association's Governing Documents.

REQUEST FOR RESOLUTION

Any party to a dispute may initiate the ADR Process by serving²⁰ a Request for Resolution on all other parties to the dispute. The Request for Resolution must contain:

1. A brief description of the dispute between the parties;
2. a request for a form of ADR;
3. a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected; and
4. if sent to the Owner of a separate interest, a copy of Civil Code Sections 5925 through 5960.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance of the Request, unless the parties mutually agree upon a later date.²¹ Once a Request for Resolution is served, all applicable statutes of limitation are tolled.²² The parties bear the ADR costs as mutually agreed between them.²³ If a party refuses to participate in ADR and a civil action is subsequently filed, the Court hearing the matter may consider that refusal when awarding legal fees.²⁴

¹⁷ See Civil Code § 5925(a) ("Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding with voluntary consent of the parties.)

¹⁸ See Civil Code §§ 5925 - 5960.

¹⁹ See Civil Code § 5925(b).

²⁰ See Civil Code § 5935(b) (serving the Request for Resolution must be done by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request).

²¹ See Civil Code § 5940(a).

²² See Civil Code § 5945.

²³ See Civil Code §§ 5940(c) & 5955(b).

²⁴ See Civil Code § 5960.

REQUIRED NOTICE TO MEMBERS

The Association shall include a copy of this ADR Policy in its Annual Policy Statement,²⁵ referencing the following:

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF THE MEMBER'S RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR APPLICABLE LAW."

FILING OF CIVIL ACTION

The party filing an Enforcement Action must file with its initial pleadings a certificate with the court stating that one of the following conditions is satisfied:²⁶ (1) ADR has been completed pursuant to this ADR Process; or (2) ADR was not undertaken because one of the parties to the dispute did not accept the terms offered for the ADR; or (3) ADR was not undertaken because preliminary or temporary injunctive relief is necessary. The party's failure to file this certificate with its complaint can be grounds for dismissing the lawsuit.²⁷

FAILURE TO SATISFY THE ADR PROCESS

If the parties' participation in the IDR Process and ADR Policy fail to resolve the dispute, The Verdera Community Declaration of Covenants, Conditions and Restrictions remain enforceable as equitable servitudes, unless unreasonable, and the Association or Owner may continue to enforce them. The prevailing party in an Enforcement Action is entitled to an award of reasonable attorneys' fees and costs.²⁸

FINALITY

Action by the Board shall be final. No further appeal to the Board shall be available.

²⁵See Civil Code § 5965.

²⁶ See Civil Code § 5950(a).

²⁷ See Civil Code § 5950(b).

²⁸ See Civil Code § 5975(c).

Rules & Regulations Appendix A
SCHEDULE OF FEES & FINES
(AS OF May 2023 - SUBJECT TO CHANGE)

DESCRIPTION	AMOUNT
Verdera Community Vehicle Sticker	May be obtained free of charge from the Property Manager
Verdera Gate Opener	\$40 (non-refundable)
Return Check Charge	Full amount of the check plus a Service Charge of \$25.00 for the first bounced check. The Service Charge for each subsequent bounced check is \$35/occurrence.
Collection Agency Referral Fee	Passthrough of any Collection Agency Fees Incurred
Copy Fee (Black & White only)	\$.10 per page
Redaction Fee	\$10 per hour/\$200 maximum
DRC FEES:	
New Construction Plan Review Fee	\$1400 + \$5,000 refundable deposit if completed per approved plans.
Landscape & Pool Plan Review Fee	\$400 + \$1,000 refundable deposit if completed per approved plans.
VIOLATION OF GOVERNING DOCUMENTS	
Modification to unimproved lot (e.g., oak tree removal)	\$1,000 per occurrence
Modifications to approved plans without prior approval	\$1,000
Weed abatement	\$250 + cost of weed abatement at owner's expense
Structures	\$500 fine + \$250 monthly until violation is resolved
Landscape	\$500 fine + \$250 monthly until violation is resolved
Yard Decorations and Exterior Lighting	\$250 fine + \$100 monthly until violation is resolved
Signs, Flags and Banners	\$250 fine + \$250 monthly until violation is resolved
OTHER FINES	
Occupancy/Short-Term Rental Violations	\$1,000 plus \$100 per day
Other Governing Document Violations	\$100 fine + \$100 monthly until violation is resolved
Conduct Violations, Offensive Activities, Nuisances (noise, etc.)	\$100 first offense, \$1,000 subsequent offenses
VEHICLES & PARKING	
Commercial vehicles, Recreational Vehicles, Trailers, Boats, Trucks, Campers, Parking Violations. Overnight passenger vehicle parking on the street.	First offense - warning letter \$100 for each subsequent offense Upon the 3rd violation, the vehicle will be towed at owner's expense
ANIMALS	
Off Leash, Failure to Pick Up Waste	\$50 first offense, \$100 subsequent offenses
Uncontrolled, Vicious, Nuisance	\$250 first offense, \$500 subsequent offenses

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the California Government Code.