# SKY ~ RANCH-

# **COMMUNITY ASSOCIATION**

**COMMUNITY GUIDELINES** 

Adopted:January 11, 2008Ratified:July 23, 2008

# SKY RANCH COMMUNITY GUIDELINES

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Note: Owner and member are used interchangeably throughout this document.

#### I. MEMBERSHIP INFORMATION

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

The Association is a California mutual-benefit non-profit corporation consisting of those Owners of residences within the ultimate boundaries of Sky Ranch Community Association. The Association is governed by the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements, (CC&Rs), Bylaws, and Articles of Incorporation ("Governing Documents"). These Community Guidelines supplement the Governing Documents as provided for in the Governing Documents.

The purpose of Association is to ensure that the Association Property will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic Membership in the Association provides a membership base to share the costs of maintaining the Community.

#### II. GENERAL GUIDELINES

#### A. ASSOCIATION PROPERTY GUIDELINES

- 1. Littering of the Association Property is not permitted.
- 2. Owners do not have any right whatsoever to make any change or improvements to the Association Property.
- 3. Each residence shall be used as a dwelling for a single family only.
- 4. Each Owner shall be liable to the Association and the other Owners for any damages to any of the Association Property that may be sustained by reason of the negligence of that Owner, the Owner's family members, contract purchasers, tenants, guests or invitees.
- 5. No unsightly articles shall be permitted to remain on any portion of a residence so as to be visible from any other portion of the Community.
- 6. Weeds, rubbish, debris, unsightly material or objects and trash may not be kept upon the Lot or on any association property abutting or visible from home sites in the community.
- 7. All trash containers shall be located so to be out of public view. Trash may be kept in individual and sanitary containers in rear yards or garages.
- 8. Trash containers are permitted to be placed out for pick-up from 5:00 p.m. the night before the scheduled trash collection and shall be promptly returned to the appropriate screened area by 10:00 p.m. the next day.
- 9. No odor is permitted from trash containers so as to render any portion of the Lot offensive or detrimental to any other property or its occupants.
- 10. Trash containers owned by the Association may be kept on the Association property as long as they are contained in an enclosure installed by the Declarant or a Neighborhood Builder as approved by the DRC.
- 11. Each Owner shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item (s) or substance(s) from accumulating in the gutter and washing into any street, public or private, drains preventing the Storm Water Quality System (SWQS) from operating properly.
- 12. Oil and mining operations are prohibited. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind are permitted in the community. No oil wells, tanks, tunnels or mineral excavations or shafts are permitted on the surface of or within five hundred (500) feet below the surface of the community. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted within the community.

#### **B.** STANDARD OF MAINTENANCE

1. All structures and improvements within the community shall be at all times be maintained by their respective owners in a clean, first-class and properly painted condition in accordance with the community wide standard.

#### C. BUSINESS AND COMMERCIAL ACTIVITIES

- 1. No Owner or other occupant of the community may undertake any activity on any lot or on any portion of the Association Property for business or commercial purposes. Such activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.
- 2. Exceptions to #1 above, include the following:
  - A. The hiring of employees or contractors to provide maintenance, construction or repair of any Improvement consistent with the Governing Documents.
  - B. Declarant or Neighborhood Builder for which the right has been reserved in the Governing Documents.
  - C. The operation of small home-based businesses that comply with the following:
    - a. The operator of the business lives in the Residence on a permanent, full time basis.
    - b. When conducted in the community, business activities take place solely inside the residence.
    - c. The activity complies with all laws, regulations and ordinances applicable to the community, including zoning, health and licensing requirements.
    - d. The activity otherwise complies with the Governing Documents and is consistent with the residential character of the community.
    - e. The operator of the business does not post signage anywhere in the community.
    - f. There is no visible evidence in the community of business related activity.
    - g. Any business related activity does not generate noise or odors that are apparent outside the residence.
    - h. The business does not increase the Association's liability or casualty insurance obligation or premium.
    - i. Clientele and suppliers may not visit the residence nor park within the Community.
  - D. The provision of in-home health care or assisted-living services to any resident of the community.
  - E. The provision of family home child care services as defined in Health and Safety Code Section 1597.40 et seq. so long as such services comply with all applicable zoning requirements and state law.

#### D. NUISANCES

- 1. Any noxious or offensive activities are prohibited in the Community and on any street abutting or visible from the Community.
- 2. Nuisance devices may not be kept or operated in the Community or on any street abutting the Community, or exposed to the view of other lots, condominiums or Association Property. Nuisance devices include, but are not limited to, the following:

- a. All horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a residence or a vehicle and its contents, and under the condition that such devices are not permitted to emit such sounds for excessive or unnecessary periods of time).
- b. Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and prohibited vehicles (defined below).
- c. Devices that create or emit loud noises or noxious odors.
- d. Construction or demolition waste containers (except as permitted in writing by the Design Review Committee).
- e. Devices that unreasonably interfere with television or radio reception to a residence.
- f. Plants or seeds infected with noxious insects or plant disease.
- g. The presence of any other devices in the Community which may 1) increase the rate of insurance in the Community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other Owners or the Association, 4) violate any law or provisions of the Association Governing Documents, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
- h. Any device determined by the Board of Directors to be a nuisance as provided in the Governing Documents.
- 3. Nuisance activities may not be undertaken in the community or on any street abutting the Community or exposed to the view of other lots, condominiums or Association Property, without the Board's prior written approval. Nuisance activities include, but are not limited to, the following:
  - a. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from Lots, Association Property or streets abutting the Community.
  - b. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance.
  - c. The use of foul or objectionable language within audible range of Association Property.
  - d. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage.
  - e. Outdoor fires, except on barbeque grills and fire pits permitted by and installed with the approval of the DRC.
  - f. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Design Review Committee.
  - g. Any activity which may 1) increase the rate of insurance in the community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other Owners or the Association, 4) violate any law or provisions of the Association Governing
  - h. Documents or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
  - i. Each Owner shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item(s) or substance(s) from accumulating in the gutter and washing into any street, public or private, drains preventing the Storm Water Quality System (SWQS) from operating properly.
  - j. Any activity determined by the Board of Directors to be a nuisance as provided in the Governing Documents.

# E. FUEL MODIFICATION ZONE MAINTENANCE

- 1. Any "Fuel Modification Zone" setback with combustible materials are not permitted, or where "fire wise" landscaping is required, or a fire management easement of the association is located, shall be maintained in compliance with all applicable requirements, limitations and restrictions of the Fire Protection Plan for the community for such fuel modification zone areas.
- 3. The Fuel Modification Zone areas are shown and/or described in Exhibit "FMZ" attached to the CC&Rs.

#### F. SIGN GUIDELINES

- 1. The posting or displaying of noncommercial signs, banners, posters or flags within the separate interest (lot) or from the yard, window, door, balcony or outside wall of a separate interest (lot) is permissible using the following guidelines:
  - a. Signs but can not be larger than 9 square feet
  - b. Flags and banners may be no larger than 15 square feet.
  - c. Signs may be made of paper, cardboard, cloth, plastic or fabric.
  - d. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and Owners cannot paint signs on exterior architectural surfaces.
  - e. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
  - f. Signs shall not be placed on Association Property, which includes, and not limited to, recreational facilities, parks, landscaping, median islands, parkways, poles and buildings.
- 2. The following criteria applies to "FOR SALE" or "FOR RENT" signs:
  - a. The sign for the purpose of selling or renting a residence must be of customary design and reasonable dimensions and not exceed 9 square feet in size.
  - b. Only one (1) sign is allowed per home that is for sale or rent.
  - c. The sign shall not be placed on Association Property, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings or other residential property.
- 3. Open House signage on Association property:
  - a. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residence, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE."
  - b. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e. if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open houses.)
  - c. An Owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent.
  - d. No riders or flags are permitted.
  - e. The Association will, without prior notice, summarily remove and dispose of signs not complying with the Community Guidelines.

- 4. Subject to Civil Code Section 712, 713 and 1353.5 no sign, advertising device or other display of any kind shall be displayed in the community or on any street in or abutting the community except for the following:
  - a. Entry monuments, community identification signs and traffic or parking control signs maintained by the Association or the City of Santee.
  - b. For each residence one (1) nameplate or address identification sign which complies with Design Review Committee Guidelines.
  - c. Signs of any size or configuration used by Declarant or the Neighborhood Builders in connection with the development of the community and the sale, lease or other disposition of lots, condominiums and the annexable area.

# G. PARKING AND VEHICULAR GUIDELINES

#### <u>General</u>

- 1. No trailer, camper, boat, golf cart, mobile home, recreational vehicle, recreational motor home, truck with commercial signage, truck camper larger than a three quarters (3/4) ton pick-up truck, or that has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, or similar equipment or inoperable automobile shall be permitted to remain upon the Community unless placed and maintained entirely within a Lot on a paved driveway, subject to the approval of the City and the DRC, and only if Owner's Lot is large enough to accommodate such vehicle in the side-yard area that is screened from view from the streets and Common Areas.
- 2. No recreational vehicles (including, but not limited to watercrafts and trailers) shall be permitted to be parked on the private or public streets within the Community.
- 3. Emergency vehicle repairs, commercial deliveries, temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved in accordance with Article 7 or work by Declarant or any Neighborhood Builder relating to the construction or sale of Residences is permitted.
- 4. The loading and unloading of restricted vehicles and the temporary parking of such vehicles for the purposes of loading and unloading, so long as such vehicles are not parked on a regular basis and are not parked for a period of time exceeding forty-eight (48) hours over a two week period, is permitted.
- 5. Owners are responsible for fines and compliance with the Governing Documents of their tenants and guests. Registered vehicle owners are responsible for any costs relating to towing vehicle storage per California vehicle codes.
- 6. The Board has the right and power to enforce all parking and vehicle regulations applicable to the community, including the removal of violating vehicles from alleys, streets and other portions of the community in accordance with California Vehicle Code Section 22658.2 or other applicable laws.
- 7. The Board has the power to establish additional guidelines concerning parking in the community common area, including designating "public parking", "guest parking", and "no parking" areas.

8. The Plan and BMPs referenced in Section 8.3.23 of the CC&Rs may contain restrictions related to the washing and polishing of vehicles within the Community. In the case of any conflict between the BMPs and this Declaration with regards to the washing and polishing of vehicles, the more restrictive provisions shall apply.

# **Garage Parking**

- 1. Unless otherwise permitted by the Board, no Owner shall leave his or her automobile parked or left within the Community other than within a garage or an appurtenant driveway (or other area within Owner's Lot approved by the DRC), or any designated parking area or parking space, and at no time shall a motor vehicle of any kind be permitted on the front yard landscaping or within the sidewalk.
- 2. Except for Model Homes used by Declarant or a Neighborhood Builder, the garages shall be used for parking automobiles only and shall not be converted for living or recreational activities or used for the storage of ATVs or other recreational vehicles that would not leave sufficient space for Owners to park their vehicles in the garage. Garages may never be used for temporary or permanent living purposes (for people or any kind of animal, including but not limited to dogs, cats, rodents and reptiles), regardless of whether the garage space is needed for the storage of motor vehicles.
- 3. Garage doors shall be kept closed except during the removal or entry of vehicles.
- 4. Garages shall be maintained in such a way as to allow sufficient space for the parking of two (2) vehicles at all times and automatic garage door openers are mandatory.
- 5. Garages may not accommodate large trucks or SUVs. Each Owner is responsible for ensuring that the garage is suitable for such Owner's vehicles prior to purchasing a Lot in the Community.
- 6. Owners must park their automobiles in their garages. Owners and Owners' family members may be prohibited from parking on any street in the Community.
- 7. The Association shall have the right to establish procedures to enforce the parking and garage restrictions and requirements, and will have the right to inspect the garage, if a violation is claimed.

The Association may, in accordance with California Vehicle Code Section 22658.2, or comparable superseding statutes, install a sign at each vehicular entrance to the Community containing a statement that public parking is prohibited and that all vehicles not authorized to park in the Community will be removed at the Owner's expense. The sign shall contain the telephone number of the local traffic law enforcement agency and shall be not less than seventeen inches (17") by twenty-two inches (22") in size with lettering no less than one inch (1") in height.

Please refer to the Declaration, Article 8, Section 8.3 for additional definitions pertaining to authorized and prohibited vehicles.

#### H. TENANT GUIDELINES

- 1. The Owner shall have the responsibility to provide their tenants with the Association governing documents.
- 2. The Owner will complete the Landlord/Tenant Package (available at the offices of the management company) at the time the home is rented. The Owner will ensure that the Tenant provides all required information and signs the acknowledgement.

- 3. The Owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the Association governing documents. Penalties and other actions to correct violations will be assessed against the Owner even though tenant may have committed the violation.
- 4. For the purpose of these Community Guidelines, a tenant shall be defined as anyone in possession of all or part of an Owner's residence in exchange for any sort of consideration.
- 5. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.
- 6. Careful screening of tenants prior to renting your property is important to protect your investment in your property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the Owner. Preserving the community and maintaining harmony among residents are the ultimate goals of any Association. If a tenant is violating these goals, the Owner is required to take the necessary measures to correct the situation.

# I. ANIMAL GUIDELINES

- No animals of any kind may be raised, bred or kept in the Community, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinances. A "reasonable number" shall ordinarily include no more than an aggregate of four (4) dogs and/or cats per household not to exceed two (2) dogs and two (2) cats; provided, that such pets shall not be allowed on the Association Property except as may be permitted by the Community Guidelines adopted from time to time by the Board.
- 2. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Community must be either kept within an enclosure, an enclosed yard or on a leash or other appropriate restraint being held by a person capable of controlling the animal.
- 3. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept within the Community by the Owner or by members of his or her family, his or her tenants or his or her guests.
- 4. It shall be the absolute duty and responsibility of each Owner to clean up after their animals, which have used any portion of the Association Property or other yards.
- 5. Excessive dog barking or other animal noise will be deemed a nuisance.

#### **Aggressive Dog Breeds**

Dogs which are of a breed known to be aggressive or commonly trained for fighting (referred to herein as "aggressive dogs"), such as dogs commonly referred to as "pit bulls" for example, are subject to special requirements relating to handling, confinement and liability insurance.

1. Aggressive dogs must at all times be securely confined indoors or confined in a securely and completely enclosed and locked pen in a backyard or side yard area.

- 2. Any dog pen, if one is permitted to be constructed in such Lot, or in such location, under the Community Design Guidelines, shall not exceed six feet (6') in height if it is to be located within fifteen feet (15') of a Lot boundary line, and shall be posted with a conspicuous sign displaying the words "Dangerous Dog" that complies with the Community Design Guidelines of the Association.
- 3. Any time an aggressive dog is not confined, the dog shall be muzzled in such a manner as to prevent it from biting or injuring any person or animal, and kept on a leash.

#### J. CONTRACTOR GUIDELINES

Owners shall ensure that any contractor they hire to perform work adheres 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.
- 3. Contractors will not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 4. Contractors should adhere to the following construction hours:

8 a.m. – 6 p.m. Monday through Friday 9 a.m. – 6 p.m. Saturdays No construction access on Sundays or Holidays

- 5. Portable toilets are not allowed.
- 6. Dumpsters are not permitted, unless previously approved in writing by the Board of Directors or Design Review Committee.
- 7. Association Property shall be protected during construction. The Owner will be responsible for repairing any damage to the Association Property caused by their contracted construction activity.
- 8. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be unloaded in the street is three (3) hours. Unpacked material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 9. No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the Properties.
- 10. Contractors shall not bring or use alcohol or recreational drugs on site.
- 11. Contractors shall not bring animals (including dogs) on site. Contractors shall only be allowed to bring onto the Properties persons who are working with Contractor on the construction project.
- 12. 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.

- 13. All construction activity must comply with local governmental codes/permits as well as plans approved by the Design Review Committee.
- 14. 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.
- 15. Contractors shall not play loud radios or other musical appliances so that the sound extends across property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
- 16. 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) Owners are ultimately responsible for contractors' violations of Best Management Practices.

#### K. HOLIDAY DECORATIONS

Holiday decorations are permitted without DRC approval, provided that such decorations are in compliance with the following guidelines:

- 1. Installation of the holiday decorations is limited to a reasonable period of time prior to date of the holiday and should be removed no more than fourteen (14) days after the holiday.
- 2. Owners are prohibited from installing holiday decorations on Association Common Area. Refer to CC&R Article 8, Section 8.3.14.

#### III. COMPLIANCE GUIDELINES

If the Board or the Design Review Committee determines that there is a violation of the Restrictions, other than nonpayment of any Assessment, then the Board shall give written notice to the responsible Owner.

- 1. Reasonable and effective communication with your neighbors is the first step in resolving issues and concerns.
- 2. If you find you have difficulty dealing with your neighbor in regards to a community issue or concern, please contact your management company.
- 3. In the event two or more Members of the Corporation file a Non-Compliance Report, the Association will take the following steps:
  - a. Send a letter stating the alleged violation and date needed to cure such violation.
  - b. Send a second letter with a notice of hearing date to the Owner if violation is not cured.
  - c. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
  - d. Owner may attend in person or may submit a written response to the alleged violation at a hearing before the Board or Enforcement Committee. A written decision will be sent to the Owner following the hearing. Note: The board will make its determination even if the owner does not attend the hearing in person or by written response.
  - e. (Please refer to Procedure for Owner Hearing.)
  - f. (Also, please see the Short Time Frame Enforcement Procedure on page 16)
- 4. 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 the Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Special Assessment, (c) suspend or condition the Owner's right to use any facilities the Association owns, (d) suspend the Owner's voting privileges as a member, (e) enter upon a residence to make the necessary repairs, or perform maintenance which is the responsibility of the Owner, (f) record a notice of noncompliance encumbering the Owner's residence, or (g) a combination thereof.
- 5. If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.
  - NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Community Guidelines and Design Guidelines of the Association. Please be sure to read the CC&Rs carefully.

# SHORT TIMEFRAME COMPLIANCE PROCEDURE

#### **CRITERIA:**

Relatively minor matters; Which should be easy to correct; And can be corrected quickly by Sky Ranch Community Association; Is a cost effective way to resolve the mater, i.e., for both the owner and Sky Ranch Community Association; *and* The violation is an aesthetic and/or nuisance burden on the neighbors.

For example: trash cans, driveway stains, holiday lights, trash and debris in yard, small landscaping issues, etc.

#### PROCESS:

- 1. The letter advises the Owner of the problem and requests:
  - Correction by three (3) days before the next Board of Directors meeting;
  - Owner's attendance at a hearing with the Board of Directors at the next Board meeting;
  - The specific acts necessary to correct the violation; and the association's options to correct it.
- NOTE: At Step 1, the CC&R Coordination will secure an estimate for correction and advise the correcting agent of the possible need.
- 2. Hold the hearing decide the action of the Association
- 3. If not corrected by the deadline in the letter, the Attorney sends a five (5) day letter with the estimated cost for the correction.
- 4. Corrective action.
- 5. Assess the Owner

# **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, a fine of \$100 for first 30 days will be applied to the Owner's account.
- 4. If the violation continues past 30 days, the fines will be doubled every 30 days until the homeowner is once again in compliance with the guidelines. 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 the Sky Ranch Community Association.
- 6. The Board of Directors reserves the right to immediately invite an owner to a hearing and proceed with step (3) three or (5) five where the Board of Directors believes circumstances warrant such action.
- NOTE: Should a violation occur which imposes a financial obligation on the Sky Ranch Community Association; the party responsible for said violation shall reimburse, by way of a Special Assessment, the Sky Ranch Community Association 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.

# NON-COMPLAINCE REPORT

There must be at least **two** Owners representing two residences of the Sky Ranch Community Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board of Directors to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the Sky Ranch's governing 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: Addre	ess: Phone: (If Known)
Description of alleged violation:	
	s needed, please use reverse side of form.)
Dates and times alleged violation occurs? How often does the alleged violation occur?	

# **PROCEDURE FOR OWNER HEARING**

Procedure:

- 1. Introductions and description of hearing session procedures.
- 2. Statement of violation by acting chairperson.
- 3. Violator's statement and presentation of oral or written evidence.
- 4. Review of CC&R requirements, Bylaws, and Community Guidelines of the Sky Ranch Community Association.
- 5. Discussion and questioning of the violator by the Board of Directors.
- 6. Questions and final statement by alleged violator.
- 7. Owner is thanked for coming and told that they will be notified of the Board of Directors' decision within ten (10) business days.
- 8. Board will deliberate and render a determination without Owner present.
- 9. Enforcement procedures as applicable.
- 10. Adjournment.

#### **DOCUMENTATION**

Name of Owner:Address:	Phone number:
27. 0.1.1.1	
Board ruling:	
	······································
Additional comments:	
<u></u>	······
Date:	