

**TRAILWOOD MAINTENANCE ASSOCIATION
PARKING REGULATIONS 2005**

1. All streets within the Community are private streets. Curbside parking along the streets in the Community may be restricted. Vehicles parked in any designated restricted area 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 towed immediately at the vehicle owner's expense.
3. No owner shall park, store or keep on Association property, on his/her lot, on any street or elsewhere within the community: (1) any large commercial type vehicle; or (2) 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 or in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curblineline, or impede access over any street. **Each resident must park at least one vehicle in his or her garage or driveway for each car garage he or she has, so long as a car parked in the driveway does not prevent ingress and egress of other vehicles. In the event a driveway provides access to more than one owner's garage, no parking in the driveway is permitted if the vehicle would block access to any other garage entrance.**
5. No owner shall conduct major repairs to any vehicle of any kind whatsoever upon Association property, on any association-maintained 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.
6. The speed limit within Trailwood is 20 mph. This limit will be enforced by radar, and any person exceeding the speed limit will be subject to the association's Violations Policy.
7. Recreational vehicles, including motor homes, trailers and boats, may be parked on the street for a maximum time period of 72 hours for any 30-day period.

TRAFFIC VIOLATION FINES SCHEDULE

Fines may be assessed in accordance with the Association's established Violations Policy. The following fines may be imposed upon residents should a traffic or parking violation be ticketed by Trailwood's security company. Fines can be assessed for speeding, running stop signs or gas or electric powered scooter, or parking violations.

- (a) **A fine may be imposed in the amount of \$50.00 for the first infraction.**
- (b) **A fine may be imposed in the amount of \$100.00 for the second infraction.**
- (c) **A fine may be imposed in the amount of \$150.00 for the third infraction.**
- (d) **A fine may be imposed in the amount of \$200.00 for the fourth infraction.**
- (e) **A fine may be imposed in the amount of \$200.00 for all infractions after the fourth infraction.**

TRAILWOOD MAINTENANCE ASSOCIATION
POOL AND PARK RULES

Adopted November 16, 2010

POOL RULES

Hours

- ❖ Sunday - Thursday 6:00 a.m. to 10:00 p.m.
- ❖ Friday & Saturday 6:00 a.m. to 10:30 p.m.

Reservations

- ❖ Individual homeowners may not reserve pool or pool side barbeques for exclusive use.

Pool Manager

- ❖ Any problems should be reported immediately to Nordic Security at **(714) 751-0347** or Keystone Pacific Property Management, Inc. at (949) 833-2600.

General Rules

1. There is no lifeguard on duty. Persons under the age of 14 may not use the pool unless accompanied and supervised by an adult. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
2. Pool Furniture may not be removed from the pool area for any reason at any time, including for use at the park.
3. Guests may make use of the swimming pool/wading pool only when accompanied by the resident host.
4. All swimmers must wear a bathing suit suitable in a family environment. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
5. For health reasons, persons with bladder control or incontinence issues are required to wear leak-proof swimming attire in the pool (including "swim diapers" for diaper-age persons).
6. Persons with contagious maladies or persons with open sores will not be permitted to use the swimming pool/wading pool.
7. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
8. No running or "horse play" on the pool deck.
9. No ball/Frisbee or object throwing in the pool during busy periods with 12 or more people in the pool or on the pool deck at any time.
10. No riding of skateboards, bicycles, tricycles, skates, roller blades or motorized vehicles inside the fenced area. These items should be stored at the bike racks located in the park area.
11. No glass bottles or other glass containers/objects inside the fenced area.
12. No pets inside the fenced area.
13. No unduly loud or disturbing noise inside the fenced area.
14. No diving from benches, tables or other facility structures inside the fenced area.
15. No rafts, inflatable objects, or diving rings during busy periods with 12 or more people in the pool. Lifejackets are always allowed.
16. No "boogie boards," body boards or surf boards.
17. No smoking.
18. No pool furniture in the pool.
19. Anyone urinating or defecating in the pool is subject to immediate removal from the pool and pool area and the imposition of appropriate penalties, which may include charging residents with all costs associated with the draining and cleaning of pool. Residents are also subject to fines for such actions by themselves or their guests.

TRAILWOOD MAINTENANCE ASSOCIATION

POOL AND PARK RULES

Adopted November 16, 2010

Page 2 of 2

20. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to reimburse the association for losses related to the damage.
21. The "buddy system" is recommended to be used by all swimmers at all times. For safety reasons, no one should swim alone.
22. For safety reasons, all gates must remain closed and locked at all times.
23. Members may bring up to 15 guests. Any party seen with guests over the 15 person limit will be requested to leave the pool area. Residents may call Nordic Security to take action at **(714) 751-0347**.
24. Any resident or resident's guest that jumps over the fence to gain entry to the recreational facility will be required to leave the facility for the day. If this conduct occurs a second time, the person will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be reported to the police as trespassers.
25. Violation of these rules may result in disciplinary action, including without limitation the suspension of pool privileges and fines.

Wading Pool

1. **The wading pool is for persons 5 years of age and younger.**
2. All persons in the wading pool area must be under the direct supervision of a person 18 years or older at all times.
3. All general rules concerning leak-proof swimming attire (i.e. "swim diapers"), food, gum, glass containers, diving, jumping, ball playing, loud noise, running/horseplay, floating devices and pets also apply to the wading area.
4. Violation of these rules may cause a verbal warning, time-out period, ejection for the day or suspension of privileges.

Park Rules

Grills

1. Please be considerate of your neighbors. If someone is waiting please finish cooking and allow those waiting to use the barbeques.
2. Clean up after yourself.
3. Clean the grills with the grill brush.

Reservations

- ❖ Individual homeowners may reserve one grill, located in the park (not in the pool area) and the covered gazebo area. For reservations, please contact Keystone Pacific Property Management, Inc. at (949) 833-2600. There is a refundable deposit required per the reservation agreement.

Park Manager

- ❖ Any problems should be reported immediately to Nordic Security at **(714) 832-0586**.

General Rules

1. No smoking.
2. Please report any damage to equipment or furnishings promptly. Members responsible for the damage will be required to reimburse the Association for losses related to the damage.
3. Violation of these rules may result in disciplinary action, including without limitation the suspension of pool privileges and fines.



Vehicle Transponder Request Form

Separate and Complete Form Required for Each Vehicle

Request Type: New or Additional Transponder Replacement Transponder

Homeowner Name _____

Address _____

Phone Number: _____ Email Address: _____

Vehicle Ownership: All transponder requests require a copy of the current vehicle registration.

- Homeowner: Homeowner vehicle registration must show a Trailwood address.
- Tenant: Please provide a copy of your Lease Agreement. Lessee name must match registration.
- Other: Requests for any vehicle not registered to a Trailwood address require a written explanation below for review and approval by the Board of Directors.

Reason for non-homeowner transponder, and relationship to homeowner: _____

Information of Vehicle Being Registered:

Vehicle Year: _____ Make: _____ Model: _____ Color: _____
License Plate Number: _____ State Registered: _____

Information Pertaining to Replacement Transponders:

Is replacement due to a damaged transponder or windshield replacement? Yes No

Is replacement for a previously registered vehicle that has been sold? Yes No

If yes, please list the vehicle that you have sold or no longer own:

Vehicle Year: _____ Make: _____ Model: _____ Color: _____
License Plate Number: _____ State Registered: _____

The first two (2) transponders are provided at no charge. Additional transponders are \$30 each up to six transponders total, then \$60 each. Make check payable to "Trailwood Maintenance Association". Transponders come with no warranty and will deactivate if tampered with or removed from windshield. Vehicles must follow parking regulations. Homeowner is liable and responsible for any damage caused to Association Property by vehicles with transponders associated to their household.

I certify that the above information is true and correct.

Homeowner Signature _____ Date ____/____/____

Occupant Signature, if other than Homeowner _____

----- **OFFICE USE ONLY BELOW THIS LINE** -----
Processed By _____ Received Date ____/____/____

Transponder # Issued _____ Transponder # to be deactivated _____ BOD Approval _____

**Submit completed form(s) with all required documentation/fees, to the Creekglen Gate
Attn: Peri Kennedy Phone: 714-573-9879 Fax: 714-573-8620**



Keyfob Request Form

Electronic Gate System Keyfob Policies and Procedures

The pool and all pedestrian gates in Trailwood are accessible only by the use of a programmed keyfob. The following are a list of requirements regarding the issuance of keyfobs and use of the system.

1. The first two (2) keyfobs will be issued free of charge. Additional keyfobs can be purchased for a fee of \$30.00 each up to a maximum of six (6). Requests for more than six (6) keyfobs must be approved by the Board of Directors. The keyfobs are reusable from year to year and do not expire.
2. Homeowner's name, address and access authority is stored in each keyfob, allowing it's usage to be recorded and monitored.
3. The Pedestrian Gates will be available 24/7 and the Pool during Pool hours only.
4. Homeowners will be responsible for anyone using his or her keyfob. Any abuse could result in the loss of privileges.
5. All homeowners will be required to notify us as quickly as possible if a keyfob is lost or stolen. Lost or damaged keyfobs may be replaced for \$30.00. The original keyfob will be permanently deactivated.
6. If you are moving, it will be your responsibility to notify us of your moving date so that we may remove you from the database and arrange for the return of your keyfobs. If you do not comply with this policy, you will be held responsible for any incidents that arise using said keyfobs.
7. In order to ensure the safety and security of the people and property in our community, please follow all of the pool and park rules. Residents are responsible for the actions of their children and guests. Be sure to inform them of and expect compliance with all rules and regulations. Any violations will result in fines assessed in accordance with the establish Violation Policy and/or pool access being revoked for a period of up to 30 days.
8. Any homeowner that is delinquent on association dues may have their keyfobs fully deactivated until their account is fully paid.
9. **No homeowner, under any circumstance, is to give or loan out his or her keyfob to anyone who is not a member or guest of your household. Any violation will result in fines assessed in accordance with the Association's established Violations Policy, pool access being revoked for a period of up to 30 days, and limiting the number of keyfobs issued to their household.**

I am the current legal owner of record of the property located at _____ in Trailwood Maintenance Association.

I hereby request: 2 keyfobs at no charge.
 ___ additional keyfobs at \$30 each. Requests for more than 4 additional keyfobs require approval from the Board of Directors. Please make check payable to "Trailwood Maintenance Association".

I have read and understand the Electronic Gate System Keyfob Policies and Procedures.

Homeowner Name _____

Homeowner Signature _____ Date ____/____/____

Phone Number: _____ Email Address: _____

**Submit completed form, with checks for additional fobs, to the Creekglen Gate
Attn: Peri Kennedy Phone: 714-573-9879 Fax: 714-573-8620**

TRAILWOOD MAINTENANCE ASSOCIATION

ENFORCEMENT POLICY

1. Any action or conduct that is an alleged violation of the Restrictions or Rules and Regulations of the Maintenance Association will be processed according to the procedure outlined herein.

2. Notice shall be sent to the homeowner advising the nature of the violation and time limit to rectify the violation.

3. Should the homeowner fail to cure the violation, the Board of Directors shall have the right, after affording the respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all Directors on the Board, to take any one or more of the following actions.

(a) Levy a Special Assessment as provided in the CC&Rs, which can include a requirement that the resident reimburse the Maintenance Association for reasonable costs incurred, as result of the infraction, and a fine, as listed on the attached fine schedule;

(b) Suspend or condition the right of the respondent and persons claiming through the respondent to use any recreational facilities the Maintenance Association owns, operates or maintains;

(c) Suspend said respondent's voting privileges as a Member, as provided in the CC&Rs;

(d) Enter upon the respondent's Lot, Condominium or Common Area to correct the violation of the Restrictions, as further provided in the CC&Rs; and

(e) Record a notice of noncompliance encumbering the respondent's Lot, Condominium or Common Area.

4. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction. In the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues. Suspension of Membership privileges does not relieve the respondent's obligation to pay all assessments levied by the Maintenance Association or to otherwise comply with the Restrictions.

5. In accordance with Bylaw Section 12.2, "Unless a written request for a hearing signed by or on behalf of the person named as respondent in the accompanying Complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the respondent receives Notice of the Complaint, the Board of Directors may proceed upon the Complaint without a hearing, and respondent will have waived their right to a hearing. The

request for a hearing may be made by delivering (as evidenced by a dated receipt signed by the Maintenance Association's agent) or mailing (by certified mail, return receipt requested) the enclosed form entitled "Notice of Defense" (attached hereto as Addendum "B") to the Board of Directors at:

Trailwood Maintenance Association
c/o Keystone Pacific Property Management
16775 Von Karman, Suite 100
Irvine, CA 92606

6. Notice of Hearing. The Board shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. If a hearing is requested by the respondent, the Board or Hearing Committee shall conduct the hearing no sooner than thirty (30) days after the Complaint is mailed or delivered to the respondent as provided in Section 12.2 of the Bylaws. The notice to the respondent must be in substantially the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of Trailwood Maintenance Association ("Maintenance Association"), or a Hearing Committee appointed by the Board of Directors for the purpose of conducting such hearings. The hearing will be held at _____, on _____, _____ at _____m., upon the changes made in the Complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the inspection, and production of books, documents or other items by applying to the Board of Directors at least two (2) business days prior to the hearing date."

7. The hearing shall be held before the Board in executive session affording the homeowner a reasonable opportunity to be heard. No action against the respondent arising from the alleged violation shall take effect sooner than five (5) days after the hearing.

TRAILWOOD MAINTENANCE ASSOCIATION
VIOLATION PROCEDURE ADDENDUM "A"

The following is the system of fines which shall be imposed upon Members should a violation be sanctioned at a duly called Hearing.

- (a) Levy or increase a monetary penalty in the amount of \$50.00 for the first thirty (30) day period of any continuing infraction;
- (b) \$100.00 for the second thirty (30) day period;
- (c) \$150.00 for the third thirty (30) day period and;
- (d) A maximum of \$200.00 for the fourth thirty (30) day period.
- (e) Failure to rectify any violation following the assessment of a \$200.00 fine will result in a request to participate in Alternative Dispute Resolution.
- (f) If the violation is not rectified with Alternative Dispute Resolution, the matter will be referred to general counsel to begin legal proceedings.