

PANORAMA HEIGHTS
PROPERTY OWNERS ASSOCIATION

POLICIES, PROCEDURES AND
ANNUAL DISCLOSURES

UPDATED AND APPROVED BY THE BOARD
JUNE 2021

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This policy manual outlines some of the rights and responsibilities of property owners in Panorama Heights. All changes to Association Policies are subject to approval by the Board of Directors.

ASSESSMENT COLLECTION POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Panorama Heights Property Owners' Association policy obligates the Board to enforce the members' obligation to pay Assessments.

The policies and practices outlined herein have been adopted by the Board to ensure a prompt and fair collection of delinquent Assessments. These policies and procedures shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors.

Therefore, the Panorama Heights Property Owners Association assessment practices and policies, are as follows:

1. OWNER'S OBLIGATION TO PAY ASSESSMENTS

Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are imposed.

2. ANNUAL ASSESSMENTS

Annual Assessments are due and payable on the first day of the second month of the fiscal year in advance (July 1st). Assessments become delinquent sixty (60) days (September 1st) after the assessment due date.

A courtesy billing statement is sent each year to the billing address on record with the Association.

HOWEVER, IT IS THE OWNER'S RESPONSIBILITY TO PAY EACH ASSESSMENT IN FULL REGARDLESS OF WHETHER A STATEMENT IS MAILED OR RECEIVED.

3. OTHER ASSESSMENTS

All other Assessments, including Special Assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the Notice of the Special Assessment.

A Special Assessment shall be deemed delinquent sixty (60) days after the stated due date. Special Assessments shall be subject to a late charge and interest as provided on pg. 4.

4. LATE FEES

Assessment payments which are not postmarked or received within the sixty (60) day grace period are delinquent and shall be subject to a one and one half percent (1.5%) late charge assessed on the first day of the first month of each subsequent quarter.

5. INTEREST

Interest, at the rate of one and one half percent (1.5%) per quarter, will be assessed against any outstanding balance, including delinquent Assessments, late charges and cost of collection, which may include attorneys' fees.

Interest charges shall accrue sixty (60) days after the assessment becomes due and shall continue to be assessed the first day of each quarter until the account is brought current or until a Payment Arrangement Request form signed by the member has been received by the Association.

6. REQUEST FOR A PAYMENT PLAN

Any owner who is unable to pay Assessments will be entitled to make a written request for a payment plan for consideration by the Board of Directors. An owner may also request to meet with the Board in Executive Session to discuss a payment plan if the Payment Plan Request form is mailed within fifteen (15) days of the postmark date of the pre-lien letter.

The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent Assessments.

If the Board authorizes a payment plan, it may incorporate payment of ongoing Assessments that accrue during the payment plan period.

If a payment plan is approved, additional late fees for the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect delinquent sums owed to the Association. See also the *Payment Plan Standards. (pg.8)*

7. HOW PAYMENTS ARE APPLIED

Any payments made shall be first applied to Assessments owed and only after the Assessments owed are paid in full, shall payments be applied to late charges, interest, and collection expenses, if any, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.

8. NO OFFSET

There is no right of offset. An owner may not withhold Assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.

9. RETURNED CHECK FEES

An owner will be charged a twenty-dollar (\$20.00) fee for any returned check unpaid by the owner's bank.

10. DISRUPTION OF WATER SERVICE

Any owner more than six (6) months delinquent in assessment fees may receive a thirty (30) day notice of "Intent to Disconnect" water service. During the thirty (30) day notice the owner may make payment in full or make payment arrangements according to Association policy to prevent the disruption. If acceptable payments are not made or arrangements not kept, water may be disrupted without further notice. Any member who has water disconnected due to delinquencies will be subject to a four hundred fifty-dollar (\$450.00) reconnection charge.

11. SMALL CLAIMS COURT

Any owner more than one (1) year delinquent may be served to appear in Small Claims Court in an attempt to collect the delinquency. Served members will be responsible for all delinquent dues, late fees, filing fees, legal fees and/or any and all costs incurred by the Association's designated representative appearing in court.

12. NON-JUDICIAL FORECLOSURE

The failure to pay Association Assessments may result in the loss of an owner's property without court action, often referred to as a non-judicial foreclosure. When using non-judicial foreclosure, the Association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid.

At least 30 days prior to recording a lien on an owner's separate interest, the Association will provide the owner of record with an itemized statement of the delinquent charges owed by the owner sent by priority mail. An owner has a right to review the Association's records to verify the debt. If the Association records a lien against an owner's property in error, the Association will record a lien release within 21 days at the expense of the Association.

13 DELINQUENCY & LEGAL NOTICES

1st REMINDER

The first notice of past due assessment will be prepared and mailed once an assessment becomes delinquent.

2nd REMINDER

The second notice of past due assessment will be mailed if the required payment has not been received within thirty (30) days of mailing the 1st Reminder.

14 PRE-LIEN LETTER

If an assessment is not received within ninety (90) days after the assessment becomes delinquent, the Association or its designee may send a Pre-Lien Letter to the owner by priority mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. Charges associated with the preparation of the Pre-Lien Letter will be considered a "cost of collection" and may be charged to the owner. Notwithstanding this provision, the Association reserves its right to issue a Pre-Lien Letter following delinquency but before expiration of the 90 days referenced above, when:

- (1) There is an open escrow involving the owner's lot; or
- (2) If a Special Assessment becomes delinquent.

15 RECORDING OF THE LIEN

If any owner fails to pay the amounts set forth in the Pre-Lien Letter within thirty (30) days of the date of the Pre-Lien Letter, the Board shall decide, by majority vote whether to authorize the recording of a lien for the amount of any delinquent Assessments, late charges, interest and/or costs of collection, including attorneys' fees, if any, against the owner's property. If the Association authorizes the recording of a lien against the owner's property, the owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.

16 ENFORCING OF THE LIEN

Once the lien has been recorded, the Association or its designee, may enforce the lien thirty (30) days after recordation of the lien and may foreclose the lien by non-judicial foreclosure sale when either:

- a. The delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated Assessments and specified late charges and fees; OR
- b. The Assessments are delinquent for more than twelve (12) months.

Owners could lose ownership of the subject property if a foreclosure action is completed and may also be responsible for significant additional fees and costs if a foreclosure action is commenced. The decision to foreclose on a lien must be made by a majority vote of the Board of Directors in an Executive Session meeting.

17 RELEASE OF LIEN

Prior to the release of any lien, or dismissal of any legal action, all Assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.

18 OWNER'S RIGHT TO INSPECT ACCOUNTING

An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed by the property owner.

In the event it is determined that the owner has paid the Assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection associated with collection of those Assessments.

19 OWNER'S RIGHT TO DISPUTE RESOLUTION

Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of Dispute Resolution.

20 DISPUTE RESOLUTION

The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

Either party to a dispute within the scope of this article may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - (2) A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - (3) The Association's Board of Directors shall designate a member of the Board to meet and confer.
 - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - (5) A resolution of the dispute agreed to by the involved parties shall be noted in writing and signed by the parties, including the Board designee on behalf of the Association.
- (c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (1) The agreement is not in conflict with law or the governing documents of the Association.
 - (2) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
- (d) A member of the Association may not be charged a fee to participate in the process.

PAYMENT PLAN STANDARDS

These payment standards are adopted to ensure a fair and reasonable approach for the Board in assisting owners with past due obligations and in promoting the identified objectives whenever possible.

OBJECTIVES

The Board shall adhere to the below identified objectives during the process of evaluating and deciding an owner's Request for Payment Plan.

1. Refrain from the interference with ownership rights;
2. Never ostracize, belittle or otherwise impugn the integrity of a delinquent owner(s);
3. Promote a harmonious relationship between delinquent owner(s), the Board, and Association Members
4. Cure delinquency as soon as feasible; and
5. Respect the privacy of the delinquent owner(s)

FACTORS FOR CONSIDERATION

The Board shall consider all relevant factors in determining a Payment Plan that both promotes the objectives identified on pg. 4 including, but not limited to, the following:

1. The circumstance, if any, which has caused the delinquency.
2. Financial, health or other hardship of owner(s)
3. Loss of employment, income or support.
4. Divorce or death
5. Current and future ability to pay.

STANDARDS

The Board shall use the following standards when evaluating and deciding on an owner's request for a Payment Plan. The Board shall consider each Request for Payment Plan on a case-by-case basis.

1. The Board shall make best efforts to devise a Payment Plan that does not exceed twelve (12) months of payments.
2. The Board shall include in the payment plan any future Assessments which will become due during the payment plan period.
3. The Board retains the right to modify already agreed upon payment plans, upon application by an owner
4. The Board shall approve modifications to Payment Plans in exceptional cases, where there is a changed circumstance.
5. The Board shall not arbitrarily refuse a reasonable Payment Plan Request.
6. The Board cannot forgive an assessment.

TRANSFER OF OWNERSHIP

Any member selling or transferring the legal ownership of property is required to ensure that the new owners are provided with the Association By-Laws and Policy Manual prior to the close of escrow or grant deed transfer. The Association must be provided with notification prior to close of escrow or grant deed transfer. New title owner(s) legal name(s) and all contact information must be provided to the Association including: phone number(s), email address, mailing address and physical residential address, if different. A transfer of ownership fee of \$100.00 is required to be paid to the Association prior to the close of escrow or grant deed transfer. Failure to comply with this policy will result in water access disruption to the property and a fine of \$450.00. Water will not be reconnected until all conditions are met and fees are paid. Transfer fee will be waived in the event of members forming personal trusts or non-escrow grant deed transfer between family members.

WATER CONNECTION FEES

Members requesting water connection to Association water will be required to pay a one-time connection fee of \$250.00 prior to service connection.

MINUTES DISCLOSURE

Minutes, minutes proposed for adoption, minutes marked to indicate draft status, or a summary of the minutes, of any meeting of the Board of Directors of the Association, other than Executive Session, shall be available to members within thirty (30) days of the meeting. Minutes, proposed minutes, draft minutes, or summary minutes shall be distributed to any member of the Association upon request.

Copies of the minutes, proposed minutes, draft minutes or summary of minutes, may be obtained from the Association's Secretary.

FINANCIAL REPORT DISCLOSURE

The Board of Directors is required to notify all Association members of their right to receive the most recent Annual Financial Report.

A copy of the most recent Annual Financial Report may be obtained from the Association's Secretary.

MEMBER NOTICE OF BOARD MEETINGS

Summary: The Board is required to give members a minimum of 4 days' notice before a Board meeting is held. The notice will be posted next to the mailboxes.

The Association shall give notice of the time and place of a Board meeting at least four days before the meeting. If a Board meeting is an emergency meeting, the Association is not required to give notice of the time and place of the meeting. Notice of a Board meeting shall be given by general delivery.

An emergency Board meeting may be called by the President of the Association, or by any two Directors other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board.

Any member may attend Board meetings, except when the Board adjourns to, or meets solely in, Executive Session. The Board shall permit any member to speak at any meeting of the Association or the Board, except for meetings of the Board held in Executive Session. A reasonable time limit for all members of the Association to speak to the Board before a meeting of the Association is 10 minutes as established by the Board.

COMMUNICATIONS POLICY

GENERAL DELIVERY

The Association will post all "general delivery" notices on the PHPOA General Delivery Board by the mailboxes and send a notice to all members who provide an email address.

Any member may request to receive general notices by individual delivery by contacting the Association Secretary.

ELECTRONIC COMMUNICATION

Members may request to receive a) all communication OR b) all communication except invoices and personal financial statements by e-mail.

The Association assumes no liability for misdirected or "hacked" e-mails. Members are advised that the Association does NOT use a secure or encrypted e-mail account and accept the risk inherent with communicating through the internet.

It is the member's responsibility to inform the Secretary if the e-mail address changes or is no longer the preferred method of communication.

COMMUNICATIONS TO OWNER

Any and all communications to the owner as referenced herein will be made to the owner's mailing address of record. Owners have the right to request a secondary address for the purpose of receiving collection notices. The owner's request shall be in writing and shall be mailed to the Association in a manner that verifies the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

COMMUNICATIONS TO THE ASSOCIATION

Any and all communications to the Association as referenced herein should be made by mail to PO Box 302 Posey CA 93260 or by e-mail to the Association Secretary or any Board Member.

RECORDS AND DOCUMENT RETENTION

Governing documents, minutes, deeds to property owned by the Association and architectural plans are considered to be permanent Association records and are required by law to be maintained until the dissolution of the Association. All other records including banking, financial statements, member records, tax returns and member communication records will be retained for seven (7) years. The Secretary will cause all records older than seven (7) years to be destroyed in a secure manner.

BOARD NOMINATION AND ELECTION POLICY

NOMINATION PROCEDURE

Any privileged member as defined in Article 2, Section 2.02 of the PHPOA bylaws may nominate or be nominated for election to the office of the PHPOA Board of Directors. Members must be privileged on June 1st to be eligible to participate in the nomination process.

1. The Secretary shall mail the Board Member nomination form no later than June 15th of the election year to the mailing address on file as designated by the members. It is each member's responsibility to ensure communication information on file is current and accurate.
2. Members may self-nominate by returning the nomination form to the Secretary by mail. The form must be **received** by the Secretary no later than July 15th of the election year. Nomination forms are only valid for the year received. A new form must be completed each year. Only PHPOA nomination forms are valid for the nomination process. Verbal nominations and any other form of nomination will not be valid.

(cont.)

3. Members may only nominate another member with the prior approval of the member being nominated. A contact phone number or e-mail MUST be provided as proof of contact and to expedite the verification process. Nominations may be verified and can be voided at the request of the nominee. Limit of two nominations per privileged member.
4. Nominated members have the right to make a candidate statement. Statements must be limited to one page of standard size printer paper. Candidates have two options:
 - a. A statement may be provided for the Secretary to post on the PHPOA General Delivery Bulletin free of charge.
 - b. A statement may be provided to the Secretary that will be enclosed with the ballots mailed to the members. A fee of \$0.05 per ballot (approximately \$6.00) will be charged to cover printing costs.

ELECTION PROCEDURE

Any privileged member as defined in Article 2, Section 2.02 of the PHPOA bylaws is entitled to vote. Members are allotted one ballot per household determined by Association fees billed. Members must be privileged on July 15th to be eligible to vote.

1. The Secretary shall mail a ballot to every privileged member no later than July 15th of the election year. To ensure confidentiality, members must follow the enclosed ballot instructions exactly. Mailed ballots not received by August 25th may be submitted on the day of the Annual Membership meeting, prior to the start of the meeting. Members may request receipt of delivery at their own expense.
2. Two privileged members will be selected on a volunteer basis to serve as election inspectors at the Annual General Membership meeting. Inspectors must be privileged members and cannot hold a position on the Board or be a candidate on the ballots to be inspected or related to a Director or candidate. The inspectors will conduct the following process:
 - a. Each unopened envelope will be inspected and matched to a list provided by the Secretary to ensure eligibility to vote and that only one ballot has been submitted per household as previously stipulated. Any duplicate or unsigned ballots will be destroyed and will not be counted.
 - b. Ballots will be removed from mailing envelopes and separated from the mailing envelope to ensure confidentiality. Once all ballots have been separated from the mailing envelopes, the inspectors will open and count the ballots. The ballots and results will be given to the Secretary and stored for one year in accordance with civil code requirements.

CODE OF CONDUCT FOR DIRECTORS

The Board of Directors has adopted the following ethics policy for its Board Members. This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

A. BOARD RESPONSIBILITIES

The general duties for Directors are to enforce the Association's governing documents, collect and preserve the Association's financial resources, insure the Association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, Directors must:

- regularly attend Board meetings,
- review material provided in preparation for Board meetings,
- review the Association's financial reports, and
- make reasonable inquiry before making decisions.

B. PROFESSIONAL CONDUCT

In general, Directors must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the Association.

1. Self-Dealing. Self-dealing occurs when Directors make decisions that materially benefit themselves or their relatives at the expense of the Association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, Special benefits, gifts or other item of value. Accordingly, no Director or Committee Member may:

- solicit or receive any compensation from the Association for serving on the Board
- make promises to vendors unless with prior approval from the Board,
- solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the Association,
- seek preferential treatment for themselves or their relatives,
- use Association property, services, or equipment for the gain or benefit of themselves or their relatives, except as is provided for all members of the Association.

2. Confidential Information. Directors are responsible for protecting the Association's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no Director may disclose confidential information. Confidential information includes, without limitation:

- private personal information of fellow Directors,
- private personnel information of the Association's employees,
- disciplinary actions against members of the Association,
- assessment collection information against members of the Association, and
- legal disputes in which the Association is or may be involved--Directors may not discuss such matters with persons not on the Board without the prior approval of the Association's legal counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.

3. Misrepresentation. Directors may not knowingly misrepresent facts. All Association data, records and reports must be accurate and truthful and prepared in a proper manner.

4. Proper Decorum. Directors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the Board, they must act with respect and dignity and not make personal attacks on others. Accordingly, Directors must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the Association. Directors shall act in accordance with Board decisions and shall not act unilaterally or contrary to the Board's decisions.

C. WHEN CONFLICTS OF INTEREST ARISE

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Directors should immediately raise such situations with the Board. If appropriate, the Board will seek guidance from the Association's legal counsel.

1. Disclosure & Recusal. Directors must immediately disclose the existence of any conflict of interest, whether their own or others. Directors must withdraw from participation in decisions in which they have a material interest.

2. Violations of Policy. Directors who violate the Association's ethics policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:

- censure,
- removal as an officer of the Board,
- request for resignation from the Board,
- recall by the membership

Prior to taking any of the actions described on pg. 14, the Board shall appoint an Executive Committee to investigate the violation. The Committee shall review the evidence of violation, endeavor to meet with the Director believed to be in violation, confer with the Association's legal counsel, and present its findings and recommendations to the Board for appropriate action. The Board shall endeavor to meet with the Director in Executive Session prior to imposing disciplinary action against that person.

D. PERSONAL INDEMNITY

Association Board of Director Members shall not be personally liable in excess of the coverage of insurance carried by the Association to any person who suffers injury, including, but not limited to, bodily injury, emotional distress, wrongful death, or property damage or loss as a result of the tortious act or omission of the Director if all of the following criteria are met:

- The act or omission was performed within the scope of the Director's Association duties.
- The act or omission was performed in good faith.
- The act or omission was not willful, wanton, or grossly negligent.

MEMBER CONFIDENTIALITY

Board members have a fiduciary duty to keep confidential information confidential. For most Executive Session matters, confidentiality should extend indefinitely. This includes personnel matters, an owner's delinquency payment plan, the identity of persons involved in disciplinary actions, and attorney-client privileged communications.

MEMBERSHIP LIST

To protect the privacy of our members, personal information including mailing address, e-mail address and phone numbers will not be made available to other members without the permission of the member. Members shall have availability to contact members of the Board of Directors directly. This may be by email, mailing address and/or phone number, at the discretion of the Board Member.

RESIDENTIAL USE/SHORT TERM RENTAL POLICY

All lots and living units shall be used for residential purposes **ONLY**. No lease may be for less than thirty days and units are **NOT** to be used for hotel or transient purposes. No Airbnb, VRBO or similar vacation rental services are to be used by members for the purpose of renting or leasing of their property.

Any long term rental or lease of more than thirty (30) days of a residence shall provide that its terms are subject in all respects to the Bylaws, the rules and regulations of the Association, and the actions of the Board; that any failure of the lessee to comply with the terms of the foregoing shall be a default under the lease. A copy of the Bylaws and all Association rules and regulations shall be provided by the Owner to the Lessee at the time a lease is executed. Non-resident owners shall provide the Association with identification of all tenants and tenant contact information in writing within thirty (30) days after the change in occupancy.

TREE POLICY

The potential for trees to fall, especially in the winter is a safety issue and can cause roads to be blocked and power and phone service lines to be brought down. The tree policy is to ensure the safety of members and provide a common understanding.

The Association has an easement of 10 feet on both sides from the center of all roads. The Association reserves the right to remove any trees that pose a safety hazard inside the "easement zone" that are mutually agreed upon by the Road Commissioner and Trustee. Trees in the easement zone are controlled by the Association and any wood will be disposed of at the discretion of the Board.

Trees not located in the easement zone are the responsibility of the owner of the property. If a tree falls and causes phone/power disruption or blocks a road, it is the owner's responsibility to resolve the issue. However, any member has the right to contact the phone and/or power company to remove a tree that is interfering with service. If the tree has not affected the phone or power line but is blocking the road, any member may contact the Secretary for permission to clear the road. The Secretary will attempt to contact the owner. If the owner cannot be reached, permission may be given to any member to clear the road up to the easement line and keep any wood from the effort. Members are responsible to provide a contact phone number to assist the Secretary in the notification process.

Snow Removal Policy

The county is required to clear snow up to the mailboxes. All other roads inside the community are the responsibility of the Association and any cost associated with maintenance and snow removal is at the expense of the membership. The county is NOT responsible for the snow removal of community roads.

The Association currently contracts with Tulare County to plow community roads. The County Road Maintenance Manager controls the logistics of what roads they are willing to plow. The Association has no control over what roads the county deems “unsafe” or how quickly the county will plow community roads after a snowfall. **The Association does not provide any guarantee of access and/or egress to individual member homes during the winter.** The main artery roads of Guhl, Booth, James and Ridge will be plowed to provide general access and egress to the community as well as any additional roads that are approved by the county.

The Association has no policy preventing members from clearing roads in front of their residence. Any member who chooses to plow snow accepts the liability for any damages done to the roads or member property that may occur during snow removal and indemnifies the Association from liability of any damages that are incurred. Any member who chooses to hire another party to remove snow is liable for any damages caused by the contracted party. Members are strongly advised to obtain proof of liability insurance prior to the start of the work. The Board reserves the right to pursue any member responsible for damages done to Association roads by any means allowed by law.

Damage to Association Property

Any person or member causing damage to Association Property i.e.: roads, water lines/valves, call-up systems etc. is responsible to reimburse the cost of the repairs to the Association.

Members are encouraged to contact a Board Member before any major excavation work on their property to help prevent any of the above damages.

Wilbur Clark Park Rules & Regulations

Normal use Park hours: 9 a.m. – 8 p.m. daily

PHPOA is NOT liable for any theft, loss, damage done to personal property or physical injury. Users of the park accept all liability and by use indemnify the Association from all damages.

This community park is leased, maintained and regulated by the Association. All users are subject to the rules set forth in this policy manual. Please enjoy the park in a safe and courteous manner. All users are asked to respect others and to help keep the park clean. The Board reserves the right to prohibit use at any time. Any Board member observing violations of park rules may use their discretion to close the park and/or prohibit the offender from use of the park. Members who observe unsafe or illegal usage may contact the Tulare County Sheriff for assistance.

1. Users are required to take all trash with them when they leave.
2. Use of illegal drugs is not permitted at any time. No public intoxication allowed.
3. No indecent behavior or language will be tolerated. This is a family friendly park.
4. No open fires outside of grills allowed. Please observe all fire department permit/restriction requirements.
5. No fireworks
6. No weapons
7. No overnight camping
8. No driving inside the park. Parking is limited and users are asked NOT to block driveways. Drivers are not to block or restrict traffic moving through the area.
9. Excessive noise/loud music is restricted to conditional use permit only.
10. Users will be held liable for any damage done to park property.
11. Dog owners are responsible to maintain control of their pets at all times. Owners will be held liable for any damage done to park property or physical harm done to another pet or person. Dog waste must be picked up and removed by owners.
12. There are no public restrooms available in the park.

Conditional Use Permit

The following exceptions are required to obtain a conditional use permit from the Association Secretary prior to use of the park.

1. Groups larger than 15 persons
2. Any person wishing to engage in commercial activities; e.g. Weddings, meetings, yard sales
3. Amplified sound or live music events