

**CHEYENNE AT
BROWN'S VALLEY**

RULES AND REGULATIONS

Cheyenne at Brown's Valley Rules and Regulations
WPH/Cheyenne
31457-241 191148.5

INTRODUCTION

Welcome to Cheyenne at Brown's Valley!

Cheyenne at Brown's Valley is a single-family Community. Because community living is a unique experience that relies on the mutual cooperation of all to be successful, the Cheyenne Owners Association ("Association") created these Rules and Regulations. Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Cheyenne residents.

These Rules and Regulations contain basic guidelines that, if observed, ensure that the structures and grounds of Cheyenne remain in good condition and that neighbors treat each other with respect and consideration.

These Rules and Regulations constitute the "Association Rules" contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations as a means of acting on behalf of the greater good of the Community and its well-being.

Bear in mind that these Rules and Regulations are always subject to the Declaration of Covenants, Conditions and Restrictions of Cheyenne at Brown's Valley ("Declaration"), and the Bylaws of Cheyenne Owners Association ("Bylaws"). The Board of Directors has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Property Management Company for consideration by the Board. In the event of any conflict between these Rules and Regulations and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Property Management Company:

Cheyenne Owners Association
c/o Summitt HOA Management INC.
419 William Street
Vacaville, CA 95688
Website: summithoa.net
Phone: 707-660-8283
Email: Tiffany@summithoa.net

As you read through these Rules and Regulations, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

THE ASSOCIATION

The purpose of the Association is to operate, manage and maintain the Cheyenne Community for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success.

The Board of Directors governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Property Management Company.

Residents of Cheyenne are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Association Property (such as landscape, sewer, street problems, etc.), please contact the Property Management Company.

ELECTION PROCEDURES

The Association has adopted the election rules and procedures ("Election Procedures"), which are attached to these Rules and Regulations as Attachment 2. These Election Procedures must be followed in circumstances set forth in Section 4.10 of the Bylaws. The Election Procedures set forth requirements regarding equal access for all candidates, procedures for nomination of candidates, secret ballot procedures, inspector selection, voting periods, eligibility and vesting, proxies, voting procedure and custody, procedures for contesting an election, restrictions on Association funds, and rights of enforcement. You must review the Election Procedures.

COMMUNICATION AND VOLUNTARY COOPERATION

As a residential community, Cheyenne calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

Cheyenne Owners Association welcomes communication from its members. Please feel free to call or write to the Property Management Company, the Association's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have maintenance and inspection obligations. Owners should consult their Owner's Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residences.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property.

SEVERABILITY

If any of the provisions of these Rules and Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a member may submit a Violation Complaint Report to the Property Management Company. A copy of the form is attached to these Rules and Regulations. No member complaint can be acted upon unless there is supporting documentation, i.e., the written complaint. However, in an emergency situation or under extenuating circumstances, the Property Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create their own written record of the situation.

Upon receiving the first written complaint, a "courtesy reminder" will be sent to the member complained about, if appropriate. If the violation is not cured, then upon receiving a second written complaint regarding the violation, a second violation letter will be sent. The second violation letter will advise that if

the violation is not corrected, the Board will schedule a hearing for the Owner to address the Board regarding the alleged violation at which monetary fines and penalties may be imposed, and may include the suspension of membership rights. If there is a third written complaint, then the Board will approve the matter for handling, and a due process hearing will be scheduled. Failure to correct a violation may also result in legal action, the cost of which will be the Owner's responsibility.

GENERAL RULES FOR ASSOCIATION PROPERTY

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Cheyenne:

T Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. Between the hours of 10 p.m. and 8 a.m., (which hours may be revised by the Board as appropriate), the volume must be significantly reduced to keep from disturbing other residents. Owners should be responsive to requests from their neighbors.

2^ Damaoe Caused by Owner. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.

3. No Obstruction. Obstruction of the sidewalk, Private Streets or entranceways throughout the property is not permitted. No one may store or place anything in the Association Property (including sidewalks and Private Streets). This includes, but is not limited to potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.

4. Antennas and Signs. Antennas or signs must be installed in accordance with the Architectural Guidelines.

5. Association Property. Owners may not borrow or remove any equipment or property belonging to the Association.

6. Solicitation. All Owners of Residential Lots are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors or licensees to solicit either.

7. Smoking. Smoking is not allowed in any Association Property.

8. Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung on porches, decks or patios and there shall be no exterior drying or laundering of clothes, towels or any other items.

CONDUCT AFFECTING INSURANCE

Please refer to Article 11 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Property Management Company for further guidance.

Nothing shall be done or kept in any Residential Lot or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Residence, or in the Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable for the cost of the additional insurance premiums.

USE RESTRICTIONS

1. Residential Use. The Residences shall be used for residential purposes only. Please refer to Article 7 of the Declaration for more information regarding residential use restrictions.

2. Alarms. Any alarm installed in a Residence shall be the type of alarm which is monitored by a certified alarm company.

3. Window Coverings. Temporary window coverings in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of ninety (90) days from the date that a Residential Lot is conveyed to an Owner by Declarant. All window coverings shall be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Lot.

4. Basketball Standards. No basketball standards or fixed sports apparatus shall be attached to any portion of the Residence except as approved by the Board. Portable basketball apparatus shall be permitted so long as such apparatus is never placed in the street and is moved into the interior of the garage by 9:00 P.M.

ANIMALS

1. All Owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.

2. Pets are only allowed in the Association Property if they are at all times on a leash or within an enclosure, such as a carrying case. Pets must be under the owner's control when outside of the Residence or fenced yard.

3. Fecal waste deposits made by pets on any Association Property, including landscaped areas, sidewalks and Private Streets must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.

4. No animal shall be bathed, at any time, on any Association Property.

5. Pets are not allowed on landscaped areas within Association Property at any time. Dogs shall not be tied to trees or to any exterior building feature, fence or railing.

6. Pets must not be left outside unattended. Pets must be kept within the Residence when the Owner is away or cannot attend to them. Barking dogs outside an Owner's Residence will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its Owner's Residence in a place from which this noise cannot be overheard.

7. Each person bringing or keeping a pet within the Community shall be fully liable to other Owners and their guests for any damage to persons or property caused by any pet brought upon or kept upon the property by such person or by members of his/her family or guests.

8. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within seven (7) days.

9. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring property. Such structures require architectural approval in accordance with the process described in the Architectural Guidelines.

10. Human assistance animals, e.g. Seeing Eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

MODIFICATION OF RESIDENCES

All Owners must comply with the Architectural Guidelines prior to modifying a Residence. To the extent permitted under Civil Code Section 1360, each Owner may modify his or her Residence and the route over the Association Property leading to the front door of his or her Residence, at his or her sole expense, to facilitate access to his or her Residence by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residence, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

FIRE SAFETY DEVICES

Each Owner must maintain the smoke detectors installed in his or her Residence. As part of this maintenance, you must replace all smoke detector batteries regularly. Fire sprinklers shall be properly maintained in accordance with the manufacturer's specifications.

GARAGES AND PARKING

1. Garages. All residents must park their vehicles in their garages, to the extent possible. Each garage must be used for parking of the number of automobiles the garage was designed to accommodate. Garages are to be used for parking vehicles only and shall not be converted for storage, living or recreational activities. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. Doors to garages shall be kept closed except for the removal or entry of a vehicle therefrom or thereto.

Z Visitor and Resident Parking. Visitor parking is allowed in designated guest parking spaces only. Guest vehicles may not be stored or parked anywhere outside of a garage for more than 72 consecutive hours. No Owner may park any vehicle within the Community except within such Owner's garage. Guest parking shall consist of all parking spaces within the Association Property designated as guest parking.

3. Fire Lanes and Parking Restrictions. There shall be no parking in any marked fire lanes. Parking of motorcycles, mopeds or bicycles are prohibited on sidewalks within the Community.

Vehicle Maintenance. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted in the Community, including all Private Streets and within an enclosed garage, with the exception of minor or emergency automobile repairs. All authorized vehicles, motorcycles, mopeds and bicycles within the Community must be operable and possess a current license and registration.

fL Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

£L Authorized Vehicles. The following vehicles are "Authorized Vehicles": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less, vehicles which are the principal source of transportation for an Owner and motor homes and recreational vehicles (including, without limitation, any camper unit, trailer, boat or other reasonably similar vehicle) provided such vehicle is parked alongside or in the rear of the Owner's Residential Lot and is reasonable screened from the view of all other Lots and the Private Streets. Authorized Vehicles may be parked in any portion of the Community intended for parking of motorized vehicles subject to the Declaration however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over the Private Streets, driveways or sidewalks in the Community or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Association Rules to adapt this restriction to other types of vehicles.

7. Prohibited Vehicles. The following vehicles are "Prohibited Vehicles": (a) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (b) buses or vans designed to accommodate more than ten (10) people, (c) vehicles having more than two (2) axles, (d) inoperable vehicles or parts of vehicles, (e) aircraft, (f) any vehicles or vehicular equipment deemed a nuisance by the Board, and (g) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Property including any Private Street within the Community except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

jL Towing. Any vehicles parked in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard or in violation of these rules may be towed away at the vehicle owner's expense. Owners should contact the Property Management Company or the appropriate party as designated by the Property Management Company, who shall be responsible for taking appropriate action, including, if necessary, calling the towing company. The Association is NOT obligated to provide any notice (including, but not limited to, a letter mailed to the Owner or a notice posted on the vehicle) to a vehicle owner and/or an Owner before the vehicle is towed and/or an Owner is fined or penalized due to violations of these rules.

9. Speed and Lights. All drivers must maintain safe and proper speeds and observe a maximum speed of 15 miles per hour while driving in the Community.

10. Oil Leaks. Excessive oil leaks and stains caused by a user's vehicle within the Association Property will be subject to fines and/or the cost of clean-up and repairs. Preventative maintenance of your vehicle will help to alleviate this issue.

11. Car Alarms. Should a car alarm continue to go off, the Property Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

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ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES

No person shall discharge into the Community's sewer system, storm drain or any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any

law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Community.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday.

2. Damage. Each Owner is liable to the Association for any damage to the Association Property (Including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, Invitees or any resident of his or her Residential Lot.

3. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

RENTAL OF RESIDENCES

An Owner shall be entitled to rent the Owner's entire Residence, or a portion thereof, for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. Property Management Company Notification. All Owners who rent their Residences shall submit names and contact numbers for themselves and their tenants to the Property Management Company.

2. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.

3. Compliance with Governing Documents. A copy of the Governing Documents, these Rules and Regulations and the Architectural Guidelines shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Residence.

4. No Hotel Timeshare, etc. No Residence may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

SIGNS

Owners displaying signs within the Community are subject to the parameters set forth in the Architectural Guidelines.

TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed. No trash or debris is to be left in any area that is visible to others, such as walkways, or Association Property, except when garbage cans are set out for garbage collection. On the evening prior to the designated garbage removal day, Owners may place garbage cans at the curbside. Owners shall return the garbage cans to an area that is not visible to others on or before 7:00 p.m. on the garbage removal day.

WATER DAMAGE

Owners leaving their Residences for extended periods must turn off the water supply to avoid damage that could be caused by leaks in their absence.

Washing machines must be placed upon a pan to capture water in the event of a leak.

Owners must comply with the recommendations regarding mold in the Owner's Maintenance Manual

COMMUNITY GUIDELINES BASICS

1. Always be considerate of neighbors.

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2. Know that the intent of the Association is to operate, manage and maintain the value of the Community and for the enjoyment of all.

3. Remember always that if you want to make any modifications or changes to your Residential Lot, contact the Property Management Company for Architectural Guidelines and the forms that must be submitted before undertaking any modifications.

PROCEDURES FOR ENFORCEMENT OF THE RULES AND REGULATIONS

The Board of Directors is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules and Regulations or Architectural Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

1. Reporting of Violations.

(a) Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Property Management Company.

(b) All complaints must be submitted in writing to the Board of Directors in care of the Property Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation.

(c) Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

(d) Complaints will be held in confidence to the extent permissible by law, however, is requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

2. Violation Notification.

a. First Notice. Upon observation of a violation or receipt of a written complaint, the Board may direct the Property Management Company to send a violation letter. The Property Management Company will send a written "friendly reminder" (the "First Notice") to the offending Owner of record at the Owner's last known address and, if the Residence is rented, to the tenant. The First Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. Additionally, the offending owner will be notified that if a second letter is required regarding the violation, the Board of Directors may authorize management to charge a fee for the second letter.

b. Second Notice. If the violation is not corrected by the date set forth in the First Notice, the Property Management Company will send a second formal written notice of violation (the "Second Notice") to the offending Owner of record at the Owner's last known address and, if the Residence is rented, to the tenant. The Second Notice will again describe the nature of the alleged violation and request correction of the violation by a stated date. The Second Notice will also advise that, if the violation is not corrected, the Board will schedule a hearing for the Owner to address the Board

regarding the alleged violation at which monetary fines and penalties may be imposed, including the suspension of membership rights.

c. Third Notice — The Notice of Hearing. If the violation is not corrected by the date set forth in the Second Notice, the Property Management Company will send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed (the "Third Notice" or "Notice of Hearing"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed with the Property Management Company, and to the tenant at the tenant's address within the Community, at least fifteen (15) days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

- i. an explanation in clear and concise terms of the nature of the alleged violation;
- ii. a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- iii. the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

3. Hearing Procedures.

(a) If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Third Notice (the "Hearing"). The Hearing will be held regardless of whether the Owner and/or tenant attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner and/or tenant,

(b) At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an accused Owner fails to take the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint(s) or on other pertinent oral or written evidence presented to the Board.

(c) The Board will make a determination as to whether a violation was committed. If the Board determines that a violation was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration.

(d) If the Owner has corrected the violation, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

(e) If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery of first class mail, within fifteen (15) days following the action.

4. Suspension of Privileges and Monetary Penalties.

Should the Board find an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at a hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

(a) Monetary fines;

Suspension of an Owner's (and/or his or her guests, residents or tenants) right to use the recreational facilities;

(b) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges;

(c) Suspension of an Owner's right to vote on all Association business;

(d) Removal of any non-conforming structure or improvement; and

(e) Special Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

jL. Fine Schedule.

The Board may impose monetary penalties in accordance with the adopted (graduated) fine schedule stated below, be automatically imposed for each month or for each portion of a month that the violation continues without the need for further hearings on the violation.

First Fine:	\$100.00
Second Fine:	\$200.00
Third Fine:	\$300.00
Subsequent Fines/Legal Action:	Per Decision of the Board

All fines, including Special Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Residence. Any and all fines shall be billed to the Owner's account for the Association.

The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an Owner, including the collection of any fines imposed against an Owner for violating the Governing Documents.

6. Appeal Procedure.

Any decision of the Board with regard to these Rules and Regulations shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any governing provision of law, including but not limited to California Civil Code Section 1354, 1363.810 *et seq.*, and 1369.510 *et seq.* and any successor statute or law,

ATTACFIMEN IS

Attachment 1; Violation Complaint Report Form

Attachment 2: Election Procedures

Attachment

**CHEYENNE OWNERS ASSOCIATION
VIOLATION COMPLAINT REPORT**

Name:

Address:

Daytime Phone Number: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

If possible, give name and phone number of any potential witness:

- 1.
- 2.
- 3.

Were any photographs taken? Yes No By whom? _____ Attach
all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND **IN THE EVENT** A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

Cheyenne Owners Association
c/o Summit HOA Management INC.
419 William Street
Vacaville, CA 95688
Website: Summithoa.net
Phone: 707-660-8283
Email: Tiffany@summithoa.net

CHEYENNE OWNERS ASSOCIATION

ELECTION RULES

1. General. These Rules are intended to comply with Civil Code sections 5100 through 5130 and shall apply to member voting: (1) to elect or remove members of the Board of Directors; (2) regarding assessments; (3) regarding amendments to the governing documents; (4) regarding the granting of exclusive use of common area property; and (5) at the discretion of the Board of Directors, regarding any other matter that may be the subject of a vote of Association members.

2. Equal Access to Association Media and Facilities.

2.1 No candidate or Association member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Association media, including newsletters and/or common area bulletin board, after written ballots are distributed as specified in Section 7.1 until the conclusion of the election.

2.2 For each election of Directors, the Association may schedule one Meet the Candidates meeting at the Association's common area meeting space where each nominated candidate may attend and speak to any Association members choosing to attend according to guidelines which may be established by the Board of Directors.

2.3 For each other election subject to these Rules, the Association may schedule one informational meeting at the Association's common area meeting space at which any member advocating a point of view which is the subject of a pending election may attend and address the attendees according to guidelines which may be established by the Board of Directors.

2.4 With the exception of refreshments which may be provided at the above assemblies, no Association funds shall be used for campaign purposes in connection with any election which is subject to these Rules. ■

2.5 Sections 2.1, 2.2 and 2.3, above, specify the manner in which the Association shall comply with the legal requirement in Civil Code section 5105(a)(1) that "if any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election" and with the further legal requirement that access to common area meeting space be provided to all candidates and to all members advocating a point of view for purposes reasonably related to the election.

3. Qualifications of Candidates.

3.1 Candidates for the Board of Directors must meet qualifications as set forth hereafter.

3.1.1 Be current in all assessment payments;

3.1.2 Not be subject to any pending Association disciplinary actions;

3.1.3 Not have been convicted of a felony; and

3.1.4 Be a record owner of a lot within the common interest development governed by the Association. No more than one (1) Owner of any particular lot may serve on the Board at the same time.

4. Nomination Procedure for Board of Directors.

4.1 Candidates for the Board of Directors shall be nominated as set forth in the Association's Bylaws and .as set forth hereafter.

4.2 To the extent not in conflict with the Association's Bylaws:

4.2.1 Approximately 90 days before an election of Directors, the Association shall send to all members, by mail or electronic transmission, a solicitation to become a candidate for the Board of Directors;

4.2.2 Interested persons must inform the Association's managing agent or Board of Directors in writing of their request to be a candidate for the Board of Directors (self-nomination). Nominations for candidates wishing to be included on the mailed ballots shall close on the date established by the Board of Directors; all nominations to be included in the written ballot must be in writing and delivered to the Board of Directors and/or Inspector(s) of Election by the deadline established by the Board, which deadline shall be in advance of the date on which the ballots are mailed;

4.2.3 The Inspector(s) of Election shall review (including consultation with the Board of Directors if necessary) all persons so responding for compliance with the qualifications identified Section 3 of these Rules;

4.2.4 All qualified persons who timely respond to the Association's solicitation shall be candidates for the Board of Directors at the next election.

4.3 Nominated candidates for the Board of Directors may provide a "candidate statement" which the Association shall enclose with the voting packet mailed to each Association member. The statement shall not exceed 250 words, and shall be delivered to the Association's managing agent in final form by a deadline established by the Board.

4.4 In the event of a vote to elect Directors in conjunction with or following a vote to recall Directors, the timeframe set forth above regarding nominations shall not apply. The timeframe for nominations may be condensed to promptly elect replacement Directors in the event of a recall or potential recall.

5. Inspector(s) of Election.

5.1 The Board shall appoint one or three Inspectors of Election who shall perform all functions required by Civil Code section 5110, including:

5.1.1 Determine the number of members entitled to vote and the voting power of each;

5.1.2 Determine the authenticity, validity and effect of proxies, if any;

5.1.3 Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Election;

5.1.4 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.1.5. Count and tabulate all votes;

5.1.6 Determine when the election shall close, with the discretion to extend the deadline for voting as necessary;

5.1.7 Determine the results of the election; and

5.1.8 Report the results of the election to the Board of Directors.

5.2 Eligible Inspectors of Election may include:

5.2.1 The Association's manager(s);

5.2.2 The Association's attorney or CPA;

5.2.3 Any Association members who are not members of or candidates for the Board of Directors nor relatives of members or candidates for the Board of Directors; and

5.2.4 Any individuals with a contractual relationship or with no relationship to the Association.

5.3 Unless the Board specifically decides otherwise, the Inspector of Election shall be the Association's managing agent at the time of the election or membership vote.

5.4 The Association may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector(s) of Election.

5.5 The Association shall indemnify the Inspector(s) of Election in connection with services performed in good faith by the Inspector(s) of Election related to the election.

5.6 The Inspector(s) of Election shall have the sole authority to determine whether to issue a replacement ballot to a member if requested by the member who has not yet returned a completed ballot.

5.7 The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspector(s) of Election pursuant to Section 5.2, above.

6. Voting Rights.

6.1 Each Association member shall be entitled to a single vote with regard to each matter that is the subject of a pending election. For purposes of these Rules, therefore, all record owners of a single lot shall collectively constitute one "Association member." In an election of Directors, each Association member shall be entitled to cast the number of votes equal to the number of Directors to be elected. However, cumulative voting is not permitted. Write-in candidates are not permitted in an election of Directors.

6.2 Each member's qualifications for voting shall be as specified in the CC&Rs.

6.4 The voting period will run from the date on which ballots are distributed (as specified in Section 7.1, below) until the conclusion of the election.

7. Voting Procedures.

7.1 Mailing of voting packets. At least 30 days before the election, the Association shall, by first class U.S. mail, send one voting packet to each Association member. Each packet shall contain the following:

7.1.1 One official ballot;

7.1.2 Copies of all candidates' statements timely received by the Association as specified herein;

7.1.3 Two sealable envelopes. The smaller (inner) envelope shall have no markings identifying the voter. The larger (outer) envelope shall be pre-addressed to the Inspector(s) of Election, Cheyenne Owners Association. The upper left corner of the larger envelope shall contain the member's name, address, and lot number that entitles the member to vote (or provide spaces to fill in such information) and provide a place for the member's signature;

7.1.4 Instructions on how to use the two-envelope system; and

7.1.5 Notice of the date, time and location of the meeting of the Board or members at which the ballots will be opened and tabulated.

7.2 Ballot content. Each ballot shall contain the following:

7.2.1 In an election of Directors, each candidate's name listed alphabetically;

7.2.2 The identification of any other matter that is the subject of a pending

member vote;

7.2.3 A statement of when ballots must be returned by mail or hand delivery.

7.3 Receipt of Ballots.

7.3.1 All ballots shall be received by the Inspector(s) of Election at locations as specified by the Inspector(s) of Election.

7.3.2 If so directed by the Inspector(s) of Election, the Association's management staff shall maintain a log of all ballot envelopes received, noting whether the outer envelopes were signed or unsigned. The Inspector(s) of Election may contact members who return unsigned envelopes and make arrangements for members to sign the envelopes prior to the date that the ballots are opened and tabulated.

7.3.3 Once a ballot has been received by the Inspector(s) of Election, it may not be revoked. A ballot shall be considered received when the voting packet envelope (the outer envelope containing the inner envelope containing the ballot) has been received by the Inspector(s) of Election.

7.3.4 Each ballot received by the Inspector(s) of Election shall be treated as a member present at a meeting for purposes of establishing a quorum if a quorum is required by the governing documents or California law to conclude the election.

7.3.5 All voting packet envelopes containing ballots shall remain sealed and in the possession of the Inspector(s) of Election (at a location designated by the Inspector(s) of Election) until opened and tabulated by the Inspector(s) at a properly noticed, open meeting of the members or the Board of Directors.

7.4 Proxies.

7.4.1 The Association shall have the option, but shall not be obligated, to distribute proxies for any election covered by these Rules. If the Association distributes a proxy form, any instruction given in that proxy directing the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy

holder to retain. The proxy holder may then cast the member's vote by secret ballot which will be provided by the Inspector(s) of Election upon presentation of the proxy.

7.4.2 If a member attempts to use a proxy, any instruction given in that proxy directing the manner in which the proxy holder is to vote should be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the member's vote by secret ballot which will be provided by the Inspector(s) of Election upon presentation of the proxy.

7.4.3 In the event the Association's Bylaws are amended to prohibit voting by proxy in connection with votes of the members and/or member meetings, voting by proxy shall not be permitted.

7.5 Election by Acclamation. If, as of the published deadline for nominations, the number of qualified candidates nominated does not exceed the number of Directors to be elected, then the individuals nominated and qualified to be elected may be declared elected on a date determined by the Board and the Inspector(s) of Election, in which case written notice of the election results shall be given to the members.

8. Tabulation of Ballots.

8.1 The voting packet envelopes shall be opened by the Inspector(s) of Election after the close of the election which shall be determined by the Inspector(s). The outer envelopes and each ballot shall be separately retained by the Inspector(s). The Inspector(s) of Election, or their designees, may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.

8.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Election in public at a properly noticed, open meeting of the members or of the Board of Directors.

8.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes. However, no Association member or candidate shall communicate with the Inspector(s) during the tabulation process, and all members and candidates must remain at least five feet away from the counting area. The Inspector(s) of Election may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

8.4 At the meeting at which ballots are to be opened and tabulated, the Inspector(s) of Election may announce to the members present those members who neglected to sign the outer envelope and provide an opportunity for those members to sign the outer envelope prior to tabulation of the ballots.

8.5 In the event there is a tie between candidates for the last open position on the Board, a runoff election shall be conducted via secret written ballot in accordance with these Rules. Under these circumstances, the procedures set forth above regarding the nomination of candidates shall not apply.

8.6 The results of the election shall be promptly reported to the Board of Directors, shall be recorded in the minutes of the next meeting of the Board of Directors, and shall be available for review by the members of the Association.

9. Post-Election Procedures.

9.1 The results of the election shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

9.2 The Board of Directors shall give general notice of the tabulated results of the election within 15 days by a communication directed to all members.

9.3 One year after the conclusion of the election, the Inspector(s) of Election shall transfer custody of all ballots and outer envelopes to the Association.

9.4 In the event of a re-count or challenge, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection by the challenging Association member or its authorized representative. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

Adopted on January 20, 2015
by the Board of Directors

