

SUN OAKS HOMEOWNERS ASSOCIATION

ADMINISTRATIVE RULES & REGULATIONS
(ARRs)

JULY 2020

QUICK AND EASY FAQ GUIDE TO THE MOST OFTEN ASKED QUESTIONS ABOUT THE RULES AND REGULATIONS

FAQs: We are proud of our neighborhood, and our AR&Rs establish the rules of the community and define what sets us apart. The FAQs are designed to highlight what makes us unique.

CAN I PARK A VEHICLE IN MY DRIVEWAY OVERNIGHT? Each resident's vehicles are to be garaged nightly. Limited-time variances can be requested through CPM, the property manager. See Section XI for specific information.

CAN I (OR VISITOR OR GUEST) PARK ON THE STREET?

On street parking is not permitted except for designated marked areas in the Townhouse area. Elsewhere, you should use guest parking areas (randomly scattered throughout residential area).

The Lower Clubhouse guest parking lot is to be used only when utilizing those facilities. See Section XI for specific information.

CAN I STORE EQUIPMENT, INCLUDING GARBAGE, RECYCLE AND DEBRIS BINS, IN PUBLIC VIEW? These must be stored out of public view, preferably in residence garages. See Section VIII for specific information.

CAN I LEAVE MY PET OUTSIDE IN THE YARD FOR THE DAY?

Pets need to be kept indoors except when being exercised on a leash. See Section XIV for specific information.

DO I HAVE ACCESS TO THE CLUBHOUSE?

(Location of lower pool)

It's available to SOHA residents and can be reserved for social events.

There is no charge for its use. Insurance considerations prohibit commercial activities.

A SOHA resident with a medallion must be in attendance at all times.

A lending library is offered, as well as card tables and chairs for unscheduled casual use.

The pool may not be reserved for a private party. The pool must be available to all residents. See Section X for specific information.

ARE THERE DIFFERENT RULES FOR THE UPPER AND LOWER POOLS?

The upper pool is smaller than the lower pool and has been designated a serenity pool and is thus available for quiet activity and swimming only. See Section XVI for specifics.

WHAT IF I WANT TO CHANGE (PAINT OR CONSTRUCTION) THE EXTERIOR OF MY HOUSE/PROPERTY?

Changes of any kind must be submitted in written form to SOHA's Architectural Committee or CPM prior to initiating any work. Written approval must be received prior to beginning the work.

See Section XVIII for specific information.

WHAT IF I WANT TO CHANGE THE WAY MY YARD IS LANDSCAPED?

In the ARRs Section XIX is a list of Landscaping changes you can make without needing Committee approval. Please review this before embarking on any changes. Other changes of any kind must be submitted in written form to SOHA's Landscape Committee or CPM prior to initiating any work. Written approval must be received prior to beginning the work.

See Section XIX for specific information.

NOTE: Our FAQ list is merely a light touching of what makes us unique in the larger community; for the specifics of these topics read the designated sections indicated. It's important to read the AR&Rs thoroughly to get the details of how things actually work, including how to get set up as a new resident, gate operations, getting your fob, and safety and security.

ADMINISTRATIVE RULE & REGULATIONS (ARRS)

REVISED AND APPROVED BY THE SOHA BOARD AS OF JULY 2020

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I. ADMINISTRATIVE RULES and REGULATIONS

- A. These Administrative Rules and Regulations are authorized by the Oregon Planned Community Act and by the Amended and Restated By-Laws and CCRs of the Sun Oaks Homeowners Association, hereinafter referred to as SOHA.
- B. ARRs are presented to assist all SOHA residents in understanding these documents.
- C. Members who are out of compliance with or are requesting a variance from the CCRs, By-Laws, or ARRs, will be responsible for legal fees incurred by the Board.

II. COMMERCIAL PROPERTY MANAGEMENT

- A. Effective May 1, 2005, the Sun Oaks Board of Directors contracted with Commercial Property Management, hereinafter referred to as CPM, to be our exclusive agent.
 - i. CPM is located at 718 Black Oak Drive, Suite A; Medford, Oregon, 97504.
 - ii. CPM can be contacted by phone at 541-773-6400.

- B. CPM will operate and manage SOHA real property and all improvements thereon.
 - i. All dues and assessments can be sent or dropped off at CPM at the address listed above.
 - ii. A drop box is provided at the CPM office location for the use of Sun Oaks residents.
 - iii. A statement will be furnished monthly.
 - iv. Payments can be made by check or electronic transfer.
 - v. CPM will keep a copy of your payment on file.
 - vi. Dues are payable by the first of each month; delinquent on the 15th of the month; the books are closed on the 25th.
 - vii. A late charge and interest will be assessed for delinquent.

III. COMMON PROPERTY

- A. Common Property in Sun Oaks includes all areas not owned by the Detached and Townhome Owners and include, but is not limited to: streets and parking areas on the streets, all landscaped areas along the streets and among the Townhomes, clubhouses, swimming pools, tennis courts, PUC Easements, the Overflow Parking Area; the mailbox containers, front Kiosk, and all gates and fencing along the perimeter of the property.
- B. For any damage to any aspect of the Common Property, the offending resident will be liable for any and all repair costs.

IV. NEW RESIDENTS

- A. New residents can visit the Sun Oaks Property Manager to have their private number installed for entry gate access. A gate opener may be purchased at that time; however, a gate opener is not required for access to Sun Oaks.
- B. A four (4) digit number will be entered in the directory at the gate, enabling your guests to notify you of their arrival.
 - i. This four (4) digit number is the only number that residents shall give to relatives, friends or other approved visitors.
 - ii. After your guest enters the four (4) digit number into the gate keypad, your land line phone will ring at your home.
 - iii. You will then be able to open the gate by entering the number four (4) on your phone. (Please note; cell phones are not guaranteed to activate the gate.)
- C. Other methods of entering the gate are identified in Section VI – Safety & Security.
- D. CPM will also provide a Medallion with the number of your home unit. This Medallion is to be used when you use the Clubhouses and Pools and needs to be displayed at those times.
- E. Additionally, there will be a key attached to the Medallion. This key opens the Storage Room in the Lower Clubhouse and the bathrooms at the Upper Clubhouse, which have exterior doors.
- F. Key Fobs for means of entering the clubhouses, pools and some gates will be provided to you by the Safety & Security Committee. See ARRs Section VI.
- G. Members and residents are not to give out their 4-digit number except to residents of the household. See Fine Schedule for violations.
 - i. Residents will activate this number by first hitting the pound (#) key, followed by the four (4) digit number.
 - 1. Dial this number in rhythm, without hesitation, in order to open the gate.

V. GATE OPERATIONS

- A. The entry gate is open daily from 6:00am to 6:00 pm.
 - i. Please be careful not to tailgate when entering Sun Oaks.
 - ii. If you use your gate opener as the car in front of you drives through, the gate will not close.
 - iii. Since it only takes a moment to close and reopen, please allow this process to occur.
 - iv. Following this procedure will assure our residents that our gate is being used for its purpose of maintaining a safe neighborhood, accessible only to residents and their guests.
 - v. Only one motor vehicle at a time may be driven through the entrance gate in response to a single electronic signal. No one may drive, or attempt to

drive, a motor vehicle, through the entrance gate which has been opened in response to a signal sent by another driver. See Fine Schedule for violations.

- vi. In times of emergency, the hours the gates are open may change. In this case the Safety & Security will issue an alert to the community.

- B. The pedestrian gate alongside the entry gate can be opened with your key fob. Please note that this gate is not to be held open by a rock or other means as it puts the safety and security of the community at risk.

VI. SAFETY & SECURITY

- A. We take the Safety and Security of this community very seriously and attend quickly to issues as they are reported. Emergency alerts are sent out via email from the Safety & Security Committee via CPM. In addition, the Safety & Security Committee will provide you with the Key Fobs needed to open entries to clubhouses, pools, tennis courts and gates.
- B. FOB ACCESS SYSTEM: Each resident will be allowed up to two (2) Fobs at no cost to the registered owner of the residence.
- C. There are 8 entry points which can only be accessed by your FOB.
 - i. Lower Clubhouse – front door, rear door, pool door and office (which is authorized use only).
 - ii. Upper Clubhouse – front door, back door, pool pedestrian gate.
 - iii. Pedestrian gate adjacent to the front gates. Blocking open this pedestrian gate is prohibited and doing so is subject to a fine.
 - iv. Owners may opt to have only one key FOB. The second FOB will be kept in secure storage for possible future use.
 - v. If a Key FOB is lost, a replacement FOB can be ordered. The fee for a replacement FOB is \$50 (billed by CPM). The lost FOB will be deactivated when the replacement FOB is provided.
 - vi. A maximum of 2 Key FOBs are active for any given residence address. Do not give FOBs to relatives or friends who are not Sun Oaks residents.
 - vii. If a Key FOB is not working properly or the resident can't figure out how to use it, contact the Safety & Security Committee for assistance.
- D. FRONT GATE – METHODS FOR OPENING
There are 4 methods for opening the Front Gate:
 - i. Gate Remote – This is the Remote you can get from CPM.
 - ii. Single Entry Codes (your personal 4-digit security code) – make sure the entry code is programmed into the entry system by CPM.
 - iii. Enter # followed by the four-digit security code and the gate will open.
 - iv. Assigned Key FOB: To the left of the entry code pad is a FOB access entry.

- v. **Please be advised that only one car can go through at a time.**
- E. Opening Gate from Phone: for guests & Delivery after hours.
 - i. Your phone number (landline or Cell) must be registered into the entry system at CPM to use this function.
 - ii. Guests should use the keypad to access the intercom system by finding the owner's last name and press "Call." The owner's phone will ring. When answered please ensure that the person you are allowing in is a guest of yours – and then press "4" on your phone. (Please note: Some new types of phones do not emit a continuous tone when the four (4) is pressed. Instead, these phones emit a short duration pulse or tone. On these phones, it may be necessary to push the four (4) twice.
- F. Emergency Vehicle Gate: There is an Emergency Vehicle Gate located on the East side of Upper Heritage Way. In an emergency, the gate can be accessed by contacting a member of the Maintenance or Safety & Security Committee or the Board. It is not to be accessed for non-emergency purposes.

VII. SPEED LIMIT

- A. The speed limit in Sun Oaks is 15 mph as our streets are very narrow. We have many walkers in our community, and drivers need to be cognizant of their safety.
- B. Skateboarding, rollerblading, roller skating and any other hard-to-control sports equipment are not allowed within the Sun Oaks community.
- C. See Fine Schedule for violations. Violations for detours required by road repair or landscaping requirements will also be fined.

VIII. GARBAGE BINS/ MAINTENANCE EQUIPMENT & MATERIALS (CCRs Article 7.7)

- A. Garbage, Recycle, and Debris Bins shall be kept out of sight, preferably in residence garages, except during the pickup period.
- B. Maintenance equipment and Materials shall be kept out of public view.
- C. See Fine Schedule for violations.

IX. MAILBOXES AND HOUSE NUMBERS

- A. Mailboxes shall be kept in good repair with residence numbers clearly visible.
- B. Newspaper tubes and receptacles shall not be attached to mailboxes.
- C. House numbers on residences need to be clearly visible from the street.

X. LOWER & UPPER CLUBHOUSES

- A. The Clubhouses are for usage by anyone eighteen (18) years or older.

- i. Younger residents and guests may use the LCH if they are accompanied by a Sun Oaks' adult resident who has a SOHA Medallion. "Adult" refers to anyone twenty-one (21) years of age or older. Please do not allow children to play unattended in the clubhouse.
- B. Sun Oaks residents may request to reserve the LCH for social events by calling CPM at 541-773-6400. Due to insurance issues, commercial activities may not be held at the clubhouses.
- C. Sun Oaks residents may reserve the clubhouse on a continuing monthly basis; however monthly reservation holders must relinquish a specific date if another resident requests that time and date for a special one-time event. Residents are encouraged to be gracious about giving up or rearranging a scheduled monthly time to accommodate the needs of residents who are planning a special event.
- D. There is no charge for resident use of the Clubhouses provided the facility is left in the same condition as it was found. Any cleaning required or damage that may occur will be the responsibility of the resident hosting the event.
- E. The maximum number of guests for the Lower Clubhouse is one hundred and twenty (120), was determined by the Fire Marshal. This is the law. The Upper Clubhouse is not amenable to large gatherings and can only accommodate small groups.
- F. The Sun Oaks Member and/or Resident hosting the event must be in attendance at all times throughout the event. There are no exceptions.
- G. The host's Medallion shall be hung with the number visible in the area provided on the exterior of the Clubhouses.
- H. Alcohol may not be sold at functions for consumption on the premises.
- I. The thermostat should be set no higher than 70°F in the winter and no lower than 70°F in the summer.
- J. In the Lower Clubhouse, card tables and chairs are available for use and are kept in the storage room located off the ramped entry. The vacuum cleaner and other cleaning supplies are located in the storage room.
 - i. The key attached to the Medallion will open the Storage room.
 - ii. Please return all tables, chairs and supplies to their proper location prior to leaving.
 - iii. In the event that the vacuum isn't working, please inform the Property Manager. You will need to use your own vacuum.
- K. Decorations may be used with care, so that no harm will occur to the facility.
 - i. Staples, tacks and nails may not be used in any area; tape may be used if it does not harm the painted areas.
- L. Cars must be parked within the designated parking lots and guest spaces in Sun Oaks, but at no time shall cars be parked on Sun Oaks Drive. At no time are the Handicapped Parking spaces to be used for other than those with valid Handicap Placards.
- M. Clubhouse locks will not open between 10:00 pm and 8:00 am.
- N. Please remove all of your food and beverage items from the refrigerator before leaving.
- O. All garbage from the event shall be placed in the garbage can located on the outside of the building.

- i. If that can is full, the host shall take the garbage with them, to be disposed of properly elsewhere.
 - ii. Those using the kitchen garbage can shall place a bag liner in the can after every disposal.
- P. The host is responsible for making certain that all windows and doors are locked upon departing the building.
- Q. The pool may not be reserved for a private party; the pool must be available to all residents.
- R. The Clubhouse is monitored by video security 24/7.
- S. See Fine Schedule for violations per issue or event.

XI. PARKING (CCRs Article 7.6)

- A. Residents' vehicles must be garaged nightly and as much as possible throughout the day.
- B. Owners with two cars must have space in the garage for both vehicles.
- C. Driveways and parking areas may not be used beyond a three-day overnight (11 PM-6 AM) period without a variance. A vehicle that is identified as being parked in a driveway during night hours shall be considered as having been parked overnight. Vehicles may not be temporarily moved to bypass the parking requirements under this section, nor shall the parking of a different vehicle restart the three-day period. Parking variances shall be limited to no more than 30 days and may be renewed no more than twice (90 days total). Residents who want a variance must request one through the Property Manager. The request form is available through CPM and can be handled online or in paper form. The Board has the discretion to approve or deny any such requests.
- D. Garage doors: for security and safety, garage doors should remain closed except when in use.
- E. No maintenance or repair work on vehicles, with the exception of emergency work, shall be done outside of the resident's garage.
- F. Guests must park in designated areas in both detached homes and townhome areas of Sun Oaks.
- G. Temporary on-street parking for contractors while engaged in their trade is allowed provided the Contractors' vehicles are available to immediately move their vehicle in the event of an emergency.
- H. The Lower Clubhouse guest parking lot is to be used for parking while attending a permitted function at the Lower Clubhouse; any other usage requires a variance request through the Property Manager.
- I. See Fine Schedule for Violations.

XII. GUEST PARKING (CCRs: Article 7.6)

- A. Sun Oaks residents and invited guests using the Lower Clubhouse shall park all vehicles in the lot provided across the street from the Clubhouse.
 - i. The center of the lot may be used for parking if needed.

- ii. Overflow of this lot and designated parking spaces throughout Sun Oaks shall be outside of Sun Oaks.
 - iii. If large groups are expected, guests should be asked to carpool and seek parking outside of Sun Oaks.
- B. Vehicles SHALL NEVER be parked on either side of Sun Oaks Drive due to the narrowness of the street.
 - C. See Fine Schedule for Violations.

XIII. OVERFLOW PARKING AREA (CCRs Article 7.6)

The Overflow Parking Area is only available to vehicles registered to Sun Oaks residents.

- A. Sun Oaks residents may apply for a parking space in the Overflow Parking Lot at the Property Manager's office. A contract is to be signed acknowledging that Sun Oaks is not responsible for damage to or theft from a vehicle parked in this area.
- B. Parking is available on a first-come, first-served basis at the following rates: \$100/mo for RVs/MotorHomes and \$50/month for all other vehicles. payable to SOHA with the monthly dues at the CPM office. Only one space is permitted per owner in the Overflow Lot.
Residents who use the Sun Oaks Overflow Parking Area shall submit a rental agreement, and provide the name of the vehicle's registered owner, address, license number, vehicle description, and photograph of the vehicle which shall be kept on file in the Property Manager's office. Incomplete rental agreements will not be processed. Falsifying information on a rental agreement will result in denial of space in the overflow lot. Owner will be required to remove vehicle from lot.
- C. Vehicles stored in the Leased Parking Area shall not be used under any circumstances for overnight accommodations.
- D. Vehicles parked without permission and/or a rental contract are subject to being towed.
- E. Effective January 27, 2021, no vehicles over 24 feet long may be parked in the Overflow Parking Area.
- F. Effective January 27, 2021, the overflow parking lot will no longer accept RVs, travel trailers, or other vehicles containing cooking, sleeping, or bathroom/shower facilities. Residents currently storing RVs/Motorhomes/travel trailers may continue to do so, at a rental rate of \$100/month: however, upon removing their rigs from the overflow parking, the space will convert to a vehicle slot. The overflow rental agreement will be amended to reflect the updated rental rules.
- G. See Fine Schedule for Violations.

XIV. PETS and ANIMALS (CCRs Article 7.4)

- A. Each unit in Sun Oaks shall be entitled to have no more than two (2) pets.
- B. Pets shall not interfere with any unit's occupants' use and enjoyment of their property and of the Common Area. Example: excessive barking.
- C. Pets shall be kept in the interior of the unit at all times, except when being exercised on a leash.
- D. The owner of any pet shall be responsible for cleaning up after said pet on any property within our community.
- E. **Feeding of wild animals such as turkeys and deer is prohibited as they are destructive to common and private property. Please be aware that debris from your bird feeders may attract larger wild animals.**
- F. See Fine Schedule for Violations.

XV. TENNIS COURTS

- A. Sun Oaks Members, residents, and their invited guests may use the tennis courts.
- B. Members or residents must be in residence when guests are using the courts.
- C. Playing time is limited to one hour and fifteen minutes when there are people waiting to play.
- D. If both courts are in use upon arrival to play, a waiting pair or doubles group will begin play upon the availability of the first court.
- E. Hours of play run from 6:30 am until dark 10:00 PM.
- F. Medallions must be displayed with their numbers clearly visible on the board provided at the courts.
- G. Any sport equipment that may damage the surface is not allowed.
- H. Any damage caused by a Member or their Guest will be subject to a fine and the damage must be paid for by the resident.
- I. See Fine Schedule for Violations.

XVI. SWIMMING POOLS

- A. The lower and upper pools are open between 9:00 am and 10:00 pm daily during swimming season. The seasonal opening and closing of the pools will depend on the weather; however, most years the season runs from May 15th to October 15th.
- B. Everyone must shower prior to entering the pools. Swimsuits are required.
- C. Showers are provided for residents and their guests.
- D. Towels are not provided.
- E. Persons suffering from a communicable disease, have open sores, or who have had diarrhea within the prior two weeks, shall not use the pools.
- F. NO LIFEGUARD IS ON DUTY. Therefore, it is strongly advised to NOT swim alone.
- G. The pools are open to adults and children provided that their Medallion is properly displayed. Children under the age of fourteen (14) must be accompanied by a Sun Oaks adult at all times. "Adult" refers to anyone twenty-one (21) years of age or

older. Children 14 and older may use pools without adult supervision. It is understood that these children are still the responsibility of their parents in terms of capacity to swim and their behavior. Children under 7 or under 4 ft in height must be accompanied by an adult at all times.

- H. Pools may not be reserved for private parties.
- I. A Sun Oaks Member and/or resident must accompany guests using the pools.
- J. Flotation devices may be used when others are not using the LCH pool. Flotation devices such as water wings, protective vests, etc. may be used as needed.
- K. The Upper Pool is designated as the Serenity Pool. This is a pool, for quiet activity and swimming only. This pool, which is much smaller than the lower pool, is located among and downhill from Townhomes where echoes travel up and down the hillside. Therefore, loud or disruptive behavior is not acceptable and can result in a request for immediate removal of the offending parties. Entry to the pool is possible without entering the UCH. Your key fob will open the gate on the side of the property next to the UCH garage.
 - i. No pool toys or pool games are permitted.
 - ii. Single person rafts and noodles for floating are permitted.
 - iii. Please do not use boom boxes and listen to music instead via ear buds.
 - iv. Because of the smaller size of pool and area, parents are requested to supervise their children in terms of loudness or disturbing fellow swimmers or neighbors in their homes.
 - v. Problems with any of these issues can be reported to CPM, the Safety & Security Committee or a Board Member. The resident is expected to comply. Refusal can result of loss of pool privileges for the season.
- L. Persons under the influence of intoxicating liquor, drugs, or any mood-altering substance shall not use the pools.
- M. Persons in wet swimming attire will not sit on the furniture in the Clubhouses. Seating is provided by the pool areas. We ask that you take the same care of our SOHA community furniture as you do in your own home.
- N. Pets are not allowed inside the Clubhouses or swimming pool enclosure areas at any time.
- O. Diving, running, loud boisterous behavior is not allowed in or around the pool areas.
- P. Audio devices may not be used in the pool areas, unless listening through headphones.
- Q. Food or beverages in glass containers are not allowed in the pool areas.
- R. Please help keep our pools free of algae! Swimsuits that have been worn in lakes or rivers must be thoroughly washed in hot soapy water prior to being worn in the pools.
- S. Persons wearing diapers are allowed in the Lower Clubhouse pool only when wearing swim diapers.

- T. Please refrain from changing diapers in the Lower Clubhouse pool area; do not rinse in the pool before, during or after a diaper change.
- U. Assist swimmers in making frequent visits to the bathroom to minimize accidents and encourage them to wash their hands with soap following a trip to the bathroom.
- V. Medallions must be displayed with their numbers clearly visible on the board provided at the pools.
- W. Notify the Property Manager or a Board member if you are aware of any infractions.
- X. The Pools are monitored by video security 24/7.
- Y. Any pool infractions can result in a monetary fine and/or loss of privileges.
- Z. Please see Fine Schedule for violations.

XVII. RENTALS (CCRs Article 7.13)

- A. An Owner may rent their home within the restrictions noted in CCR Article 7.13. There is a 10% limit (12 units) on the number of units which can be rented out. There is also a hardship exception to units beyond that amount. Each rental is approved by the Board of Directors.
- B. Rental agreements must be made for a minimum of 1-year duration. A "Tenant/Occupant Form" needs to be completed and placed on file with CPM. The Owner is responsible to provide the renter with all documents of SOHA.
 - i. The Owner is responsible for maintaining the yard to conform to the CCRs and ARRs.
 - ii. In the event that permission to rent or lease is granted by the SOHA Board, permission to continue to rent or lease must be submitted annually by the Member for review the by the SOHA Board.
 - iii. The Member shall submit a statement signed by the Member and tenant to the Property Manager's office, which will be kept on file, acknowledging responsibility for any violations by tenants, and verifying that each shall assume responsibility for payment of any fines for said violations and in addition provide a copy of the rental or lease agreement that includes the clause "The renter shall follow all SOHA's By-Laws, CCRs and ARRs" which shall be on file in the Property Manager's office.
 - iv. If a Member fails to obtain Board approval to rent their residence, and/or to provide any of these documents requested by the Board, a fine of five hundred dollars (\$500) per month will be levied upon the owner of the unit until approval has been requested and granted and/or that these documents are provided to the Property Manager for the Board's approval; permission may be revoked by the Board if these documents are not provided within thirty days of official request by the Property Manager to do so.

- C. See Fine Schedule for other violations.

XVIII. ARCHITECTURE COMMITTEE (CCRs Articles 6 & 8)

- A. Written requests for architectural changes of any kind to a Members' unit must be submitted to the Architectural Chair or the Property Manager's office prior to initiating any work. A personal visit to the unit by the members of the committee may occur to evaluate the request.
 - i. No action to the proposed architectural change shall be initiated by the Member until written notification of committee approval has been received by Member.
 - ii. Written approval or disapproval from the committee will be provided to the homeowner within thirty (30) days of the Committee receiving all needed information regarding the request.
 - iii. In the event that SOHA is required to remove structures, installed by a member without SOHA approval, the member shall reimburse SOHA for all costs incurred by SOHA in the removal.

- B. A "material change to the exterior" as stated in the CCRs includes but is not limited to changes in paint color, siding, size of windows and doors, change in size of deck or addition, etc.
- C. Fences: Acceptable types of fences are wrought iron, aluminum materials with the appearance of wrought iron, vinyl or wood (cedar or redwood). Chain link fences are not allowed. All fences must be white, black, brown, or natural wood stain in color. No fence may be more than 4 feet in height above ground level and may only be located in back and side yard. Fences must have a least one gate and not encroach into common grounds. Wood fences must be a good neighbor fence of similar design that allows space between fencing materials. All fences must be approved in writing by the AC.
- D. Estoppel Certificate: This certificate is a simple acknowledgment that the homeowner receives from the AC that their project is completed as described in their application to the AC and has fulfilled the requirements of local inspectors (if pertinent) and the AC.

XIX. LANDSCAPE COMMITTEE (CCRs Article 6)

- A. Written requests for landscaping changes of any kind to a Members' unit must be submitted to the Landscape Chair or the Property Manager's office prior to initiating any work, except as outlined in (b) below.
- i. A personal visit to the unit by the members of the committee may occur to evaluate the request.
 - ii. No action to the proposed landscaping change shall be initiated by the Member until written notification of committee approval has been received by Member.
 - iii. Written approval or disapproval from the Landscape Committee will be provided to the homeowner within thirty (30) days of the Committee receiving all needed material.
 - iv. In the event that SOHA is required to remove landscaping, installed by a member without SOHA approval, the member shall reimburse SOHA for all costs incurred by SOHA in the removal.
- B. The following landscape activities do not require approval by the Landscape Committee:
- i. Placement of top soil and reseeding/sodding of lawn as long as existing configuration is maintained.
 - ii. Planting of in-ground (or in moveable pots) flowers and non-noxious shrubs that will not grow to be over 4 feet tall/wide. Refer to Oregon Noxious Weed Profiles for list of noxious shrubs.
 - (<http://www.oregon.gov/oda/programs/Weeds/OregonNoxiousWeeds/Pages/AboutOregonWeeds.aspx>). Ground cover is to be maintained in an attractive manner.
 - iii. Installation of edging material provided no taller than 6 inches and of standard color (brown, green, gray or tan).
 - iv. Mulch and bark chips/nuggets may be spread over existing planting areas of property (not lawn) provided that individual pieces do not exceed 2" by 2" and are brown or dark brown in color. Decorative river or landscape rock may be used as ground cover in existing planting areas or as borders around planting areas. Major yard changes such as replacement of lawn with rocks, plants or trees require prior approval by Landscape Committee.
 - v. A combined total of no more than six moveable ground pots and hanging pots containing either flowers or plants may be placed in the front of the property. Edible garden plants including vegetables (tomatoes, squash, and/or peas), berries, herbs and strawberries may be placed in pots, hanging pots or in the ground in the back or side of the property provided these plants are not within 12 feet of a roadway. Other edible garden plants require prior approval by Landscape Committee. Flowers may be

placed in ground, moveable or hanging pots at any location in the back or side areas.

- vi. Installation of in-ground irrigation and repairs to the system.
- vii. Tree and plant trimming and removal of dead plants, wood and trees are the responsibility of the owner and should be addressed in a timely manner. Trees may be replaced following approval by the Landscape Committee. It is desired that new trees have a usual mature height of no more than 30 feet. Please refer to the Selected Street Tree List—City of Medford for easy to use information on acceptable trees in addition to a list of trees that are not approved.
 - ([https://www.ci.medford.or.us/Files/Selected Street Tree List.pdf](https://www.ci.medford.or.us/Files/Selected%20Street%20Tree%20List.pdf))

XX. LANDSCAPE COMMITTEE RESPONSIBILITY FOR PUC EASEMENTS (CCRs Article 3.4)

- A. PUC easements on Common Areas and all improvements shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible.
- B. Easement on Common Areas which have previously been maintained by individual owners (ex. hedges to enhance privacy) can continue to be maintained by them and will be subject to review and evaluation by the Landscape Committee.
- C. Owners who have previously planted trees or shrubs that require removal are responsible for the cost of removal.
- D. All future plantings on Common Areas, including trees, in such easement areas must be approved by the Landscape Committee.

XXI. CURTAIN DRAINS

- A. Curtain Drains occur throughout the community among the detached homes. Curtain drains help control the downhill flow of water and decrease erosion that can undermine our streets. They are on a Public Utility Easement that is part of the private lots alongside the streets. (CCRs 3.4(c)) As such the owner is responsible for the removal of weeds, grass clippings, leaves and debris that collect on top of and in them. Reminders will be sent out by the Landscape Committee about this responsibility and fine applied as needed.

XXII. STANDING COMMITTEES

- A. Committees are established for the purpose of assisting the SOHA Board in the performance of their duties and obligations to the community. The Board may define or redefine the function of a standing committee's responsibilities to benefit the community. As appropriate, each committee will submit an annual budget to the Finance Committee.

- i. Architectural Committee: Oversees any issue that deals with the exterior appearance of any structure in the Community.
- ii. Caring Committee: The Caring Committee provides support for the community in welcoming new residents to the community and in the face of loss or need. This takes the form of transportation for appointments, meals, cards, etc.
- iii. Finance Committee: Assists the Board with all aspects of the Association's finances including but not limited to assessments, budgets, accounts, reserve studies and record keeping.
- iv. Judicial Committee: This committee is appointed as needed and is responsible for assisting the Board and the Management Company with Owners' compliance of governing documents and the Administrative Rules and Regulations.
- v. Landscape Committee: Oversees matters which affect grounds, yards and plantings around any unit, subject to the approval of the SOHA Board.
- vi. Maintenance Committee: Addresses and prioritizes actions necessary to conserve and maintain community assets and resources. This Committee is responsible for maintaining the underground portion of the curtain drains in good working condition.
 - a) These drains must be kept free of debris; therefore, Members and their landscapers are required to use the vacuum method in clearing the drain rock of debris.
- vii. Nominating Committee: This is a committee appointed once per year. It identifies persons in the community with applicable skills and willingness to serve on the Board to be voted on at the Annual Meeting.
- viii. Safety and Security Committee: Studies all aspects of security issues and makes recommendations and proposed measures and security programs and their related costs of implementation to the Board. Sends alerts out to the community as needed to make residents aware of issues of concern.
- ix. Social Committee: Provides opportunities from community interaction, entertainment, recreational gatherings and events for the membership of the SOHA community.

XXIII. NON-SMOKING PROVISION (CCRs Article 7.12).

- A. Smoking of any kind is prohibited in both club houses and in any of the outside areas immediately adjacent thereto, including tennis courts and all of the pool areas.

XXIV. PROCEDURE FOR ENFORCEMENT OF RULES

A. Procedure

- i. The following rules of procedure shall be applicable to any one charged with a violation of SOHA's Administrative Rules (ARRs) or the Sun Oaks Covenants, Conditions and Restrictions (CCRs) in furtherance of CCR Article 11.
- ii. The Owner, Associate Member, or Occupant is responsible for payment of the fine even in the event that the offense has been incurred by a resident or guest of the member owner's SOHA unit.

B. Notice of Violation

- i. In the event of a violation of SOHA's ARR's or CCR's a Notice of Violation in a form approved by the Sun Oaks Home Owners Association Board shall be issued, by mail or personal service, to the alleged violator, or if a guest, to the, guest host's member by the designated manager for SOHA, or the it's delegate.
- ii. Fines imposed in the Notice of Violation will be included in member's monthly bill from SOHA's designated manager.
- iii. If the violation has not been corrected within three (3) days following receipt of the written Notice of Violation, the fine will be assessed each day thereafter, beginning on the fourth day of receiving the stated violation. It is understood that Architecture and Landscape changes may take longer than 3 days. In these cases, the resident needs to negotiate this with the appropriate committee.
- iv. Procedure for Violation of Parking Rules: Effective August 26, 2020, if a resident/guest incurs a parking violation for the first time, the following procedure will apply. If the Parking violation has not been corrected within three (3) days following the date of a written Notice of Violation, a fine will be assessed retroactive to the first day of the violation and continue each day thereafter. Subsequent violations will incur an immediate fine which will begin on the first day of the violation and continue each day thereafter.
- v. Windshield Warning Cards: Effective August 26, 2020, Windshield Warning Card will be placed on the windshields of "unknown owner" cars parked in guest areas for more than three (3) nights without a variance. One side will contain the warning while the other side will contain CPM's contact information. The following will be printed on a 3"x5" index card: "You are not in compliance with the Sun Oaks Parking Rules. This vehicle has parked more than three nights without obtaining a required pass from CPM. Due to safety concerns, an unauthorized vehicle found in violation can incur a fine, be cited for trespass or towed.
Vehicle Make _____; Vehicle Plate _____; Date _____

C. Judicial Panel

- i. The Panel shall consist of three (3) unit owners appointed by the Board, one of whom shall be a member of the SOHA Board and two other homeowners. Members of any Committee involved in the alleged violation may not serve on the Judicial Panel.
- ii. The Judicial Panel shall render a decision within three (3) days after the hearing has concluded.

D. Contents of the Notice of Violation

- i. The Notice of Violation shall include the following information:
 - a) The Rule or Provision allegedly violated
 - b) The amount of the scheduled fine
 - c) The date the notice is issued
- ii. The notice of violation shall advise the recipient of the following options:
 - a) The recipient may acknowledge responsibility for the violation and pay the fine to the manager or manager's delegate.
 - b) The recipient may admit the violation in writing to the Property Manager or manager's delegate, cease the violation and request a hearing before the Judicial Panel for the purpose of submitting in writing, or in person, mitigating facts as a basis for requesting a waiver or a reduction in the fine.
 - c) The recipient may contest the violation in writing to the manager, or manager's delegate.
- iii. This written response must set forth the fact that the recipient disputes responsibility for the violation and requests a hearing with the Judicial Panel.
- iv. The response must be received by the Property Manager or manager's delegate before the time set for the appearance, and on, or before, the expiration of ten (10) days after service of the Notice of Violation.
- v. If the aforementioned violation has not been abated within three (3) days of the Notice of Violation, the fine begins to accrue on the fourth (4th) day if the violation is upheld by the Judicial Panel.
- vi. The hearing regarding a disputed Notice of Violation will be held before the Judicial Panel for an alleged violation of the ARRs or the CCRs.
- vii. A notice in writing of the date, time and place of the hearing will be provided to the recipient at least ten (10) days prior to the hearing.

E. Failure to Respond or Appear:

- i. If the recipient fails to respond or appear in accordance with any of the three options above, the violation shall be deemed admitted and the Judicial Panel shall uphold the fine, which is not subject to appeal.

- F. Notice of Decision/Payment of Fine
 - i. Following any requested hearing, the Judicial Panel shall render a decision within three (3) days of the hearing and the person charged shall receive written notice of the decision.
 - ii. The person charged shall pay any fine imposed within fifteen (15) days of the decision.
 - iii. The Judicial Panel may find the accused party responsible and subject to penalty, not responsible with all charges dropped, or responsible with mitigating circumstances and all, or part, of a penalty waived.

XXV. DISPUTE RESOLUTION AND LITIGATION

- A. Dispute resolution procedure involving mediation and arbitration respecting any of these ARR's shall be in accordance with the provisions of CCR Article 11.
- B. In the event of any action or suit in the Circuit Court or Federal District arising out of the enforcement of any of these ARR's, the non-prevailing party in such action or suit shall pay the attorney's fees and Court costs of the prevailing party incurred in the trial court or in any appeal.

XXVI. SCHEDULE OF FINES FOR VIOLATIONS OF SOHA'S ARR'S AND CCR's

SOHA Administrative Rules and Regulations provide for levying a fine for violation, which is owed upon receipt of the Notice of Violation and opportunity to be heard. Violations must be corrected within three days (3). If the violation has not been corrected within the designated time period, the fine will be assessed each day thereafter, beginning on the fourth (4th) day of receiving the stated violation. Repeat violations of the same rule will result in an additional fines and revocation of access to a Judicial Panel. Sections XX and XIX violations may be provided a longer time frame to abate the violation

- A. ARR's Article II. Commercial Property Management
 - i. A late charge of twenty-five dollars (\$25) shall be assessed for delinquent dues and assessments. Fees are due the 1st of the month and are delinquent after the 15th of the month. Payments CCR must be received by CPM by the 15th of the month; envelopes with postmarks of the 15th will not be considered as meeting the required receipt date.
- B. ARR's Article V. Gate Operations
 - i. Violations of Gate Code confidentiality shall result in a fine of fifty dollars (\$50) per incident.

- ii. Moving violations of the Gate Code shall result in a fine of fifty dollars (\$50). A moving violation occurs when a person tailgates on another driver to get through the open gate.
- C. ARRs Article VI. Safety & Security
 - i. There will be a twenty-five dollar (\$25) charge for the replacement of a Medallion.
 - ii. Key Fobs may be replaced if lost, for fifty dollar (\$50) replacement and recoding fee. Fobs must be recoded, and the system reset to prevent breeches to the security system.
 - iii. Medallions and Key Fob misuse shall result in a fine of fifty dollars (\$50) per incident.
- D. ARRs Article VII. Speed Limits
 - i. Violations shall result in a fine of one hundred dollars (\$100) per incident.
- E. ARRs Article VIII. Garbage Bins (CCRs Article 7.7)
 - i. Violations shall result in a fine of twenty-five dollars (\$25) a day and shall be cumulative if continued.
- F. ARRs Article X. Lower & Upper Clubhouses
 - i. The Sun Oaks Member and/or Resident hosting the event must be in attendance at all times throughout the event. There are no exceptions. Violations shall result in a fine of one hundred dollars (\$100) per event.
 - ii. Parking violations will result in the host being fined fifty dollars (\$50) per parking violation. Disabled Parking shall not be used by anyone other than a vehicle with a disabled placard. Fines are \$440 for parking in the parking spot and \$115 for parking in the striped access area next to the parking spot.
- G. ARRs Article XI. Parking (CCRs: Article 7.6)
 - i. Violations of any of these rules shall result in a fine of fifty dollars (\$50) payable by the unit owner or occupant.
- H. ARRs Article XII. Guest Parking (CCRs Article 7.6)
 - i. The host of the guest shall be fined fifty dollars (\$50) per guest parking violation.
- I. ARRs Article XIII. Leased Parking Area (CCRs Article 7.6)
 - i. Violations of any Leased parking rules may result in loss of space and shall result in a fine of twenty-five dollars (\$25) per day.

- J. ARR Article XIV. Pets and Animals (CCRs Article 7.4)
 - i. Violations of any of these rules shall result in a fine of twenty five dollars (\$25) payable by the unit owner. Failure to pick up animal waste on any property within Sun Oaks is subject to a fine of \$100 per incident. Feeding of wild animals is subject to a \$100 fine.

- K. ARR Article XV. Tennis Court
 - i. Violations of any of the rules shall result in a fine of twenty-five dollars (\$25) per incident.

- L. ARR Article XVI. Swimming Pools
 - i. Any pool infractions could result in the loss of Common Area privileges for the balance of the pool season, and/or a fine of between twenty-five dollars (\$25) or two hundred dollars (\$200), depending upon the severity of the infraction.

- M. ARR Article XVII. Rentals (CCRs Section xxxx)
 - i. If a unit owner fails to request and obtain Board approval to rent their residence, and/or to provide any of the documents requested by the Board, a fine of five-hundred dollars (\$500) per month will be levied upon the owner of the unit until approval has been requested and granted and/or that the documents are provided to the Property Manager for the Board's approval.
 - ii. Violations of the CCRs and/or ARRs by a tenant may result in a fine of fifty dollars (\$50) per day levied upon the owner of the unit and the loss of Common Area privileges by the tenant.

- N. ARR Article XVIII Architecture Violations (CCRs Articles 6 & 8)
 - i. If the Architecture Committee determines a violation to the requirements listed in the CCRs or this document, they will notify the owner by mail of the need to correct the violation and a timeframe in which to do so.
 - ii. Violations may result in a fine of twenty-five dollars (\$25) per day being assessed to a SOHA homeowner who does not cooperate in alleviating a violation within the time period identified. The fine will continue to accrue until the homeowner complies.

- O. ARR Article XIX. Landscape Violations (CCRs Article 6)
 - i. If the Landscape Committee determines a violation to the requirements listed in CCR xxxx, they will notify the owner by mail of the need to correct the violation and a timeframe in which to do so.
 - ii. Violations may result in a fine of twenty-five dollars (\$25) per day being assessed to a SOHA homeowner who does not cooperate in alleviating a

violation within the time period identified. The fine will continue to accrue until the homeowner complies. Unaddressed violations involving a fire hazard will incur a fine of fifty dollars (\$50).

- iii. If the Homeowner does not address a Landscape Violation which is a fire hazard, the Landscape Committee will set up removal of the hazard. All expenses related to removal of the fire hazard will be charged to the homeowner.

P. ARRS Article XXII. Non-smoking Provision (CCRs Article 7.13)

- i. Violations will be assessed a twenty-five dollar (\$25) fine.

SOHA ARRs • Respectfully Revised and Approved by the Board of Directors of the Sun Oaks Homeowners Association as of July 2020

TABLE OF FINES

Article II: CPM – late charge monthly dues	\$25
Article V: Gate Operations – Confidentiality	\$50
Article V: Gate Operations - Tailgating	\$50
Article VI: Safety & Security – Key Fob Replacement	\$50
Article VI: Safety & Security – Medallions and Key Fob Misuse	\$50 per incident
Article VII: Speed Limits	\$100 per incident
Article VIII: Garbage Bins	\$25 per day – cumulative if continued
Article X: Lower & Upper Clubhouses – Resident not in attendance at event	\$100 per event
Article X: Lower & Upper Clubhouses – Parking Violations	\$50 per incident. Handicapped Parking: If City Patrol issues a ticket: \$440 for parking in Handicapped space and \$115 for parking in striped access area.
Article XI: Parking – Violation of any rules	\$50
Article XII: Guest Parking	\$50 paid by host of guest
Article XIV: Pets & Animals – violations of all rules except animals waste and wild animal feeding	\$25
Article XIV: Pets & Animals – failure to pick up animal waste	\$100 per incident
Article XIV: Pets & Animals – feeding of large animals (e.g. turkeys, deer, etc.)	\$100
Article XV: Tennis Courts – any violation of rules	\$25 per incident
Article XVI: Swimming Pools	\$25 per incident and/or loss of privileges
Article XVII: Rentals – Failure to obtain approval and/or provide documents	\$500 per month until addressed – assessed to the owner
Article XVII: Rentals – Violations by tenants	\$50
Article XVIII: Architecture – Failure to correct a violation	\$25 per day (cumulative)
Article XIX: Landscape Violations	\$25/day for failure to correct
Article XIX: Landscape Violations – Fire Hazards	\$50/day until corrected
Article XXII: non-smoking provision	\$25

