

The

Strawberry Flat Property Owners'
Association

Rules and Regulations

An Official

Membership Handbook

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Strawberry Flat Property Owners' Association

Rules and Regulations

The Strawberry Flat Property Owners' Association "Rules and Regulations" have been compiled to provide members a quick source of information regarding various aspects of this Association.

A brief table of contents identify topics presented. Material under each subject heading, is a supplement to data found in an expanded format in the Association Declaration of Protective Covenants and Restrictions, Bylaws or applicable State and County Codes and/or ordinances.

All Members are strongly urged to read the above referenced documents to be better informed of their rights and responsibilities.

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Strawberry Flat Property Owners' Association Rules and Regulations

General Information

The Strawberry Flat Property Owners' Association was founded in 1969, the result of a land exchange between the Federal Government and a group of private individuals. The land exchange was finalized when the government accepted 160 acres of virgin land for the 130 acres of National Forest which is now Strawberry Flat Property Owners' Association: a planned common area community development.

Membership in the Association is acquired with the purchase of one of the 200 lots shown on tract map 7909. Currently there are 182 lots zoned R-S (single family home) and 18 lots are zoned R-M (resort commercial).

Currently, the Association members now total 172 separate property owners. This number is less than 200 as several members own multiple lots.

The outstanding feature of this Association is the large amount of open space, located throughout the tract. These open areas represent common land, owned by the membership. Common land cannot be developed, sold or built upon. It must be maintained in its natural state and managed by the Board of Directors for the recreational pleasures of the membership and to provide access to members' homes.

Association Management

The Strawberry Flat Property Owners' Association is managed by a nine member volunteer Board of Directors, each elected by the membership for a term of three years.

Pursuant to the Strawberry Flat Property Owners' Association Bylaws, Article VI, Section 8:

Section 8. Compensation. No person shall be compensated for service rendered to the Association as a member of the Board of Directors. However, Directors may be reimbursed for appropriate expenses incurred in transacting Board-approved Association business.

In the early stages of development, the Association was not overwhelmed by governmental agencies mandates. However, with time, the mounting business pressures required administrative help for the volunteer board. The Amendment to Article VI, Section 8a was approved:

- (a) The Board, pursuant to Article VIII (f), may enter into contract with any Director to perform specific services necessary for the maintenance of the Common Area and/or the operation of the Association. (Amended October 8, 1994)

Board Policy Statement

The Strawberry Flat Property Owners' Association Board of Directors has a fiduciary responsibility to manage all Association activities and transactions in an efficient, expeditious manner, with the best interest of the membership its highest priority.

Basic Association Documents

The Strawberry Flat Property Owners' Association Board of Directors is obligated to comply with all basic Association governing documents and any State and/or County ordinances and codes, applicable to this Association. These documents include the following:

1. Tract Map 7909
2. Owners' Certificate
3. Declaration of Protective Covenants and Restrictions
4. The Association Bylaws
5. The Association Rules and Regulations
6. The Davis-Stirling Common Interest Development Act
7. San Bernardino County Ordinances/Codes

Note: Numbers 3, 4, and 5 are important to every member. (Please read these and be well informed).

Common Land

Over half of the 130 acres which comprise the Strawberry Flat Property Owners' Association private property is Common Land: open space area that cannot be built on or sold for development and must be maintained in a natural state.

Referring to the tract map 7909, the areas OUTSIDE of the boundaries of the numbered lots 1-200 are Common Lands.

Common Lands are identified by a letter A through K (except F). As indicated on the tract map, Letters A,B,C and D are identified as roads:

- Lot A is State Highway 189
- Lot B is Grandview
- Lot C is North Road
- Lot D is Club House Drive

The above roads were dedicated for public use and are maintained by State and County road crews respectively.

Common Land Rules and Regulations Lot E through K

Lot E through K are OPEN SPACE COMMON AREAS. These areas provide access via Association roads to members' homes and also provide recreational opportunities for our members.

Common land areas are owned by the membership. It is the responsibility of the Board of Directors to maintain these open space areas in their natural state: NO CONSTRUCTION OR DEVELOPMENT THEREON PERMITTED. Landscaping, such as planting of trees, shrubs, ornamental plants, or ground cover of species not native to our mountains is not permitted on common lot open space areas. However, the volunteered effort of members to maintain our open areas is appreciated, albeit controlled. Therefore, planting on common areas of native species of trees and plants is permitted with Board approval. Daffodils are Board approved.

Rules and Regulations

The following rules and regulations apply to Lots E through K:

1. Picking or transplanting trees, flowers, grasses, ferns or native plants is not permitted.
2. Smoking, consumption of alcoholic beverages and/or use of illegal substances are prohibited.
3. Campfires, camp stoves, barbecue equipment are not permitted.
4. Host members assume full responsibility for their guests using the Common Land.
5. Hosts must be with their guest at all times when utilizing the Common Land.
6. The area used for a picnic or recreational activity shall be left clean and free of debris, food and/or equipment brought to the site for the special occasion.
7. Any member wishing to cut dead trees, for personal use as fireplace fuel MUST:
 - a. Complete the Association wood permit.
 - b. Secure the proper signature of approval for the permit.
 - c. Retain the approved application permit on their person at the cutting site.
 - d. Have fire fighting gear on site, i.e. a long handled shovel and water or fire extinguisher and the chain saw must have the proper size spark arrester. as required by the Forest Service.
 - e. Contact the Ranger Station Recording message by calling 382-2600 and obtain the activity level for the day: (follow prompts - fire restrictions).
 - f. Disposal of branches and trimmings by;
 1. Taking them to county disposal site, or
 2. Cutting all branches 2" in diameter or less in 4' lengths and scattering about for erosion control, or
 3. Taking all branches home to use as kindling.
8. Off Road Vehicles, including but not limited to motorized bikes are not permitted on our private roads or common land.
9. Dumping of any debris, natural or otherwise, is not permitted.
10. Storage of private equipment or materials is prohibited.
11. NO CAMPING IN THE COMMON LAND.

VIOLATION PENALTIES: First offense \$50, Second Offense \$150.00

IMPORTANT NOTICE: In addition to the monetary penalty, should the violation result in damage to common area, the host member will be responsible for all restoration costs incurred.

Strawberry Flat Property Owners' Association Roads

The Strawberry Flat Property Owners' Association roads are named and identified on Tract Map 7909 as follows:

Fern Drive	Resort Loop
Lodge Lane	Mile High Road
Big Tree Road	Mile Pine Road
Fire Hall Loop	Tie Road
Sunset Loop	Connector Road
Middle Lane	

- Note:
1. State Highway 189, Grandview, North Road and Club House Drive are roads within the boundaries of the Association, but were dedicated for public use, a function they served prior to the aforementioned land exchange. These roads are maintained by Cal Trans and San Bernardino road crews respectively. Lo Lane is not named on Tract Map 7909, but is located leading off Highway 189 and adjacent to lot 128. Lo Lane is in the extreme western part of the referenced map, and a small portion lies within Strawberry Flat Property Owners' Association property.
 2. Resort Loop is now maintained and snow plowed to the end of Lot 116. Lo Lane is maintained by the County.

Strawberry Flat Property Owners' Association private roads listed above provide access to members' lots. These roads are private as they are located on Association Common Land.

Association roads have retained the characteristics of the original narrow, twisty, dirt trails, that former permittees used to reach their cabins/homes. The primary difference is today those "dirt trails" have been paved; the roads are still narrow, they twist and curve through the forest, but they are now maintained to provide year-around access to members' homes.

Road maintenance is a major budgetary expense. Extreme weather conditions of winter rains, ice, and heavy snow negatively impact the condition of our Association roads. To mitigate and prolong the life of the roads, the following rules apply to Association maintained roads.

Road Maintenance

- a. The Association performs road maintenance on paved common area roads which serve multiple residences.
- b. The Association does not perform road maintenance on the State highway or any roads which are part of the County-dedicated road system or property.
- c. The Association, through the Board, may agree to accept road maintenance over existing private dirt roads if they serve multiple lots and are paved, at the expense of the lot owners served by the road, to the Association's reasonable satisfaction.
- d. The Association does not maintain roads to an engineered or designed standard but maintains such roads as rural mountain roads for use by slow passenger vehicle and small truck traffic consistent with practices in the Strawberry Flat community over the past 50-plus years.

Road Rules and Regulations

1. Speed Limit is 15 miles per hour.
2. Trucks over 5 tons are prohibited.
3. Off Road Vehicles, including but not limited to motorized bikes, are not permitted on our private roads or common land.
4. The use of common land for parking should be (TEMPORARY) only and used when absolutely necessary by members and guests.
5. Residents' vehicles should be parked on the owner's property: not on the shoulder of the road, common land or neighbors' properties.
6. Non-operable/recreational vehicles should be on owner's property; not on the shoulder of the road, common land or neighbors' properties.
7. The "Fire Lane - No Parking" signs posted on Fire Hall Loop must be strictly observed 24/7 to provide adequate clearance for fire trucks responding to emergency calls.
8. Middle Lane is a One-way posted directional downhill access road.

General Conditions

1. Lot owners/residents have no right to interfere with performance of any of these services nor to instruct the independent contractors hired or facilitated by the Association on how they should perform services.
2. The Association encourages members to report road maintenance problems to the Association through our website at www.strawberryflatpoa.org. However, the Association can make no representation as to timing for the performance of repairs which are dependent upon weather, the availability of the independent contractors and Association funding.
3. All persons using the Association-maintained roads do so at their own risk. Motorists must at all times drive slowly, carefully and adjust for weather conditions, wildlife and other variable factors.

Snow Plowing

1. Snow plowing is performed only on Association paved access roads.
 - a. The Association hires snow plows, in its discretion, to clear Association-maintained paved roads only if the topography and width of the roads are sufficient for the snow plows to enter, turn around and exit those roads and there is sufficient room for a snow plow to safely push the snow off the side of the road.
 - b. The Association makes no commitment to plow roads within any specific time range following a snowstorm.
 - c. The Association's ability to plow roads is limited by the availability of the independent contractors operating snow plows, their pricing and the Association's available funding.
2. Unpaved roads are not plowed.
3. It is imperative cars are not parked on Association roads in order to facilitate snow plowing. The plow cannot run off the shoulder without damaging the pavement edge.
4. Snow plowing on State Highway 189, Grandview, North Road and Club House Drive is performed Cal Trans and San Bernardino County Road Crews.

Architectural Restrictions

Every person who acquires title to property in Tract 7909, Strawberry Flat Property Owners' Association, accepts the responsibility to comply with all stated Declaration of Protective Covenants and Restrictions; the Bylaws and Association Rules and Regulations.

The Declaration addresses numerous organizational subjects, but none more important than Architectural Control and use of properties.

Architectural Restrictions relate to the quality of workmanship, materials and safety features, and how the approved structure harmonizes with neighboring properties.

Use of Property Restrictions relate to the activities carried out on separate individual properties which by covenant are to be R-1, single family homes, other than a few identified R-3 properties. The purpose of these restrictions is to protect and maintain a standard of construction which reflects pride of ownership while recognizing the value of protecting the beautiful environment in which membership homes are located. Please read articles V and VI in the Declaration for complete restrictions.

Rules and Regulations

The Declaration of Protective Covenants and Restrictions; Article V, Use Restrictions, Section 2: states:

"No building/structure shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation" and property boundaries.

ARCHITECTURAL APPLICATION PROCEDURE PRIOR TO ANY CONSTRUCTION

1. Obtain and complete the appropriate Architectural "Request for Approval Form" for:
 - a. "New Construction" (of any structure), "Exterior Repair and Modification"
 - or
 - b. "Exterior Paint Color Change"
 - And Read
 - c. Architectural "Guidelines" (Instructions)
2. Return the completed form, signed, with the supporting data: plot map, sketches, color selection, etc. to the Association Office.
Mailing Address : Strawberry Flat Property Owners' Association
Post Office Drawer H
Twin Peaks, California 92391
3. The Architectural Control Committee will review the material submitted and provide a written decision within two weeks, weather permitting, following receipt of the request in the Association office.

AFTER RECEIPT OF WRITTEN APPROVAL

4. If the submitted plans have received approval, the owner should contact the County Building and Safety Department and obtain the proper construction permit.
5. The approved project must show significant progress in each 120 day period to keep the project approval active, as required by the County and this Association. Failure to show that progress will cause the approval to be rescinded and resubmission will be required.

IF THE PROJECT IS DISAPPROVED

6. If the decision of the Architectural Control Committee disapproved the submitted plan, the owner shall be informed of specific reason(s) why the proposed plan was disapproved and the owner has the right to appeal to the Board of Directors for reconsideration of the project. The owners' written appeal request must be received by the Association office no later than 10 days following the date of the notice of disapproval.
7. If the owner fails to file the written appeal within the 10 day period, the right of appeal will be lost.
8. The Board of Directors shall notify the applicant, regarding the appeal hearing in writing within two weeks, following receipt of said request in the Association office. The Board of Directors notification shall provide the date, time and place of the hearing, delivered by personal delivery or first class mail.
9. Subsequent to the appeal hearing, a notification shall be sent to the applicant stating the decision of the Board of Directors. Said notification is to be delivered personally or a registered letter within ten (10) days.

Important Notice

1. Any decision of the Architectural Control Committee regarding submitted plans, shall neither affect , or alter any San Bernardino County zoning or building code, nor be construed as a waiver or modification of any Strawberry Flat Property Owners' Association, Declaration of Protective Covenants and Restrictions, Architectural Restriction or Bylaws.
2. Any member who does not comply with the Declaration of Protective Covenants and Restrictions, Architectural Restrictions or Bylaws, and cited for the same, will be subject to the following penalties:

First Offense	\$50.00
Second Offense	\$150.00

Landscaping

Landscaping, which is defined as formal planting of trees, shrubs, ornamental plants, or ground cover, is permitted on a member's own lot. Any structures related to landscaping or yard should have Architectural approval, you can call the office to clarify any questions that may arise.

Use Restrictions

All Strawberry Flat Property Owners' Association properties are required to comply with specific USE RESTRICTIONS. Article V, Section 1, 6, 7, 8 and 9 for example, clearly state restrictions which were designed and adopted to protect the tranquility of our mountain environment in which our cabins or homes are located. (Reference: Declaration of Protective Covenants and Restrictions.)

To remove any doubt as to which USE RESTRICTIONS apply to an owner's property, the following sections are cited:

- Section 1. "Excluding the common area, all lots shall be used for residential purposes except for the following lots, which at the date of recording hereof are being used for the purposes set forth, which use shall be allowed to continue without change." Note: Lots and names of entities were listed: Church, Masonic Temple, Fire Station, Water Association, Two Resorts R-3 and Trailer Park.
Section 1 continued: "All lots, except for the lots above mentioned being used as noted, shall be used, improved and occupied in accordance with the uses prescribed by the County of San Bernardino under zoning classification R-1..." Note Section I continues and clarifies possible subsequent zone classification changes.
- Section 6. "No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood."
- Section 7. "No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other odd building shall be used on any lot at any time as a residence either temporarily or permanently."
- Section 8. "No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals shall ever be erected, maintained or permitted upon any lot in said tract.
- Section 9. "No turkeys, geese, chickens, rabbits, goats, cattle, horses, mules, ducks, or any other animals usually termed farm animals shall be kept or allowed to be kept on said property."

Important Notice

1. There are thirteen USE RESTRICTIONS sections in Article V for the Protective Covenants and Restrictions. Cited examples illustrate that none is difficult for a member to achieve full compliance.

2. Please read all of Article V and be fully informed of all USE RESTRICTIONS. This knowledge will be an aid in your compliance.
3. A member will be in violation of Article V, Section 6 (see above) if any electronic or amplification sound system is used upon an owner's property which emits a level of volume that violates or disturbs the peace and tranquility of the members in neighboring properties.
4. The Board of Directors appreciates the cooperation the membership has shown by acting in accordance with our USE RESTRICTIONS and respecting the rights of other members.

We are a small organization, but working together, we can achieve the kind of community and quality of life-style our members desire. Thank you for helping to reach that goal.

Wood-Chipping Services

1. Over the past several years, the Association has succeeded in bringing in a wood-chipping services to aid property owners clearing their lots for fire safety through outside grants or obtaining its own grant to defray costs.
2. The Association facilitates access for the independent contractor wood chippers but cannot specifically direct the wood chippers to service individual lots.
3. Generally, fully accessible lots that can be reached by paved roads have been provided wood-chipping services.
4. If the Association provides community notice of wood chipping, each lot owner must place the wood branches, cut side out, at the edge of his or her lot adjacent to the road. Owners must also keep the branch material clear of any debris or trash and it must be kept to any size perimeters specified.
5. The Association's ability to facilitate and arrange such services is dependent upon securing grants or using other available funding.
6. If the Association is unable to arrange wood-chipping services, individual lot owners remain responsible for maintaining their lots in a neat, clean and fire-safe condition and to arrange for wood chipping and disposal, as needed, at their own expense.

Association Meeting

An annual meeting of the membership is held on the first Saturday of August, at an appointed location in Twin Peaks.

Board of Directors Meeting

Board of Directors Meetings are held on the first Saturday of August, and every other month there after, at 9 AM. Members are Welcome. Please call 909-336-5300 to confirm meeting location.

Association Assessments

All members, by covenant stated in the Declaration, are obligated to pay annual regular and/or special assessments declared by the Board of Directors.

Purpose of Assessments

Assessments are used to promote recreation, health, safety, and welfare of Association members, and to improve and maintain the properties and services related to those purposes.

Effect of Non-Payment of Assessments

Regular and special assessments shall be delinquent fifteen (15) days after they become due. Legal action may be initiated by the Association against an owner's property for non-payment of the assessments, including action to foreclose the lien against the property. See lien Policy on page 13.

Procedure Regarding Alleged Member Violation

When the Board of Directors is to meet to consider or impose discipline upon a member, the Board of Directors shall:

1. Notify the member in writing, either by personal delivery or first class mail, 10 days prior to the meeting.

2. Provide the date, time, and place of the meeting.
3. Specify the nature of the alleged violation for which the member may be disciplined.
4. State the member has the right to attend and address the Board of Directors at the meeting.
5. The member has the right to request that the Board of Directors meet in executive session.

IF the Board of Directors imposes discipline on a member, the Board of Directors shall provide the member a written notification of the disciplinary action by either personal delivery or first class mail, within 15 days following the action.

Fire Safe Rules

Existing Home Fuel Reduction Plan

The San Bernardino Mountains area is considered a severe fire zone. The San Bernardino County Ordinance 3586 mandates the abatement of all fire hazards and hazardous trees from properties. Homeowners will be responsible for reducing the accumulation of forest fire fuel around their structures. County inspectors will enforce compliance. Following this plan will help reduce the risk of fire to our community and still preserve our native forest environment.

For areas within 10 feet of the roads and driveways, and areas within 100 feet of any structure (or to property lines-whichever is less), the following must be accomplished by June 1, annually:

- A. Thin trees 1 foot or less in diameter at 4.5 feet above the ground at a 12 to 16 foot spacing between individual trunks, (Except for birch, alder, oak and dogwood species.)
Note: The diameter is determined at a point on the trunk 4.5 feet above the ground.
- B. Remove trees with a mature height greater than 20 feet under power lines (including pines, firs, cedars and oak species, including previously topped trees).
- C. Raise tree canopies. A tree taller than 45 feet should have its branches trimmed back to the trunk if those branches have any portion lower than 12 -15 feet from the ground. A tree shorter than 45 feet should be trimmed up 1/3 of its total height. Trim complete branches that have any portion less than 10 feet from chimney opening.
- D. Remove continuous planting of natural indigenous shrubs plus juniper species that provide a ladder fuel that can rapidly transmit fire, unless fuel modified by spacing, pruning, and thinning to prevent the means or transmitting fire from vegetation to any structure.
- E. Remove all dead, burnable fuels, ground debris, dead trees, grass 4 inches and higher, pine needles/leaves higher than 2 inches, and dead branches in shrubs. Do not remove the natural occurring "duff" Duff is a layer of partially and fully decomposed organic materials laying below the raw pine needles or leaves and immediately above the mineral soil. Stack cut logs or firewood 30 feet away from any structure.
- F. Reforesting your property. Do not over plant. Identify where mature sized trees best fit. Only select tree zoned for this climate should be planted. Properly spaced trees will grow fuller and healthier. A "healthy" acre of land should have about 40 various size trees.
- G. Chip all generated litter or haul to the landfill/transfer station, WITHIN ONE WEEK, so it will not aggravate a fire condition or crest a forest insect problem. HIRE A LICENSED PESTICIDE APPLICATOR TO SPRAY GREEN PINE OR FIR LOGS OR TRIMMED PINE AND FIR TREE TRUNKS. Spread a thin layer of Borax powder on the tops of all cut pine, fir and cedar stumps within two hours of cutting.

STRAWBERRY FLAT PROPERTY OWNER'S ASSOCIATION
ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Effective October 1, 2010

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §1365(d), and payment plan standards consistent with CC §1367.1(c)(3):

1. **Due Dates:** Regular annual assessments are due and payable on August 1ST of each year. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §1367.1(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§1366(e); 1367.1(a))
3. **Late Charges:** Unpaid assessments are delinquent 15 days after they are due. (Bylaws, Art. XI, §10; CC §1366(e)) A late charge of ten percent of the annual assessment will be charged for any assessment which is not paid in full within 15 days of the due date. (Bylaws, Art. XI, §10; CC §1366(e)(2))
4. **Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (Bylaws, Art. XI, §10; CC §1366(e)(3))
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
6. **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
7. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §1367.1(k) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
8. **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §1363(h) and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §1361.5)
9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §1367.1(a), by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
10. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to CC § 1363.840. (CC §1367.1(a)(5))
11. **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §1367.1(c)(3)) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

12. Standards for Payment Plans: Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3))

13. Lien: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §1367.1(d)) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §1367.1(c)(2))

14. Notice of Recordation of Lien: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

15. Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

16. Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

17. Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §1367.4(c)(3))

18. Release of Lien Upon Satisfaction of Debt: Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §1367.1(d))

19. Right to Inspect Records: Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.

20. Association's Addresses: Any payments, notices or requests sent to the Association should be sent to the following address:

Regular payments, notices and requests:
Strawberry Flat Property Owner's Association
Drawer H
Twin Peaks, CA 92391

Mailing address for overnight payment of assessments:
Strawberry Flat Property Owner's Association
26065 Highway 189
Twin Peaks, CA 92391

21. Association's Right to Collect by Any Lawful Means: Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

State and County Mandates

Strawberry Flat Property Owners' Association is required to comply with State and County agencies mandates which pertain to properties within the Association and to activities performed on those properties.

San Bernardino County Leash Law - CODE 32.0108 (Animal Control) requires all animals to be restrained whenever they are on public property or unenclosed private property.

"No person owning or having control of any animal shall permit such animal to stray, to run at large upon any private or public street, sidewalk, public park, playground, place of public assembly, or any other public place or upon any unenclosed private lot or other unenclosed private place or upon any private property without the consent of the owner or person in control thereof."

"No person may lawfully bring his/her dog out of his/her property unless: (1) The dog is restrained by a leash and is in the charge of a person competent to restrain the dog; or (2) The dog is properly restrained and enclosed in a vehicle, cage or similar enclosure."

The Strawberry Flat Property Owners' Association Board of Directors hereby gives notice to our members that: "No exceptions to the leash law has been given or will be given regarding our private open areas common land".

RS Zoning Classification

The Association Declaration of Protective Covenants and Restrictions states: " Excluding the common area, all lots shall be used for residential purposes except for the following lots, which at the date of recording hereof are being used for the purposes set forth, which use shall be allowed to continue without change:....etc. "All lots, except for the lots above mentioned being used as noted, shall be used, improved and occupied in accordance with the uses prescribed by the County of San Bernardino under zoning classifications R-1, provided, however, that in the event such zoning classification be changed, said lots shall be subject to such uses as may be defined for the zone which it may be reclassified.". (Excerpt from the Declaration, Article V, Section 1.)

The current San Bernardino zoning classification has changed "R-1" to "RS" but both designations refer specifically to Single Family Dwellings (homes). Members are again reminded, stated Association Restrictions, as well as State and County mandated codes/ordinances which pertain to their property, must be acknowledged and followed to avoid a violation.

Short Term Private Home Rental Standards

The Strawberry Flat Property Owners' Association Board of Directors fully supports the San Bernardino County "Short Term Private Home Rental Standard". (Extracted from Section 84.0645 of the County Code and other applicable codes.) See pages 18 -19.

Rules and Regulations

1. Any Association member who rents his/her private home under S.B. County Ordinance 3988, "Short-Term Private Home Permit" shall register the issued permit number with the S.F.P.O.A. office within 30 days following receipt of permit:
First Offense: \$50.00, Second Offense: \$150.00
2. Any Association member who rents his/her private home will assume full personal responsibility that the tenant will comply with all applicable conditions and standards listed under: General, Interior and Exterior standards of the ordinance referenced above.
3. Any Association member who rents his/her private home, either long or short term, shall assume the responsibility that the tenant is in full compliance with all applicable Protective Covenants and Restrictions and the Strawberry Flat Property Owners' Association Rules and Regulations.
4. A member owner shall provide his/her tenant with a COPY OF THESE RULES AND REGULATIONS and stress the importance that the tenant complies with those rules.
5. The member owner will be accountable for the tenant's violation, including any penalty assessed for the violations.
6. An owner who fails to initiate immediate action to correct the condition(s) which caused the violation, and who fails to pay the assessed penalty within two weeks, dated from the receipt of the Board of Directors notification, will be subject to all legal expenses incurred to collect the money owed to the Association.

"RS" Zoning Classification

The Strawberry Flat Property Owners', Association is essentially a small, single family residential community, located in the San Bernardino mountains adjacent to the National Forest.

As members of this Association, we selectively chose to make this area our home for various reasons: the natural beauty of the mountains; the fine climate with four distinctive seasons; the desire to escape the noise, traffic, and congestion of cities, etc, etc...

Association governing documents, State and County codes/ordinances serve to protect and preserve those quality amenities which first attracted our attention, must be followed and enforced.

RS Rules and Regulations

The San Bernardino County Development Code provides the following definitions:

RS: Designation for Single Residential Dwelling (formally R-1).

Single Family Dwelling: "A detached building designed and/or used as one dwelling unit."

Dwelling Unit: "Any building or portion thereof, including a manufactured home or portion thereof, that contain living facilities, including provisions for sleeping, eating, cooking and sanitation as required by the California Building Code, for not more than one family, including domestic employees of the family".

Family: "A person or persons living together as a single housekeeping unit in a dwelling unit".

Enforcement

Generally speaking, compliance with the sleeping, eating, cooking and sanitation requirements mentioned above, is achieved as a function of various inspections by personnel from the Building and Safety Department, during the initial construction period.

Any subsequent violation of these referenced requirements are handled by the County Code Enforcement Agency, supported by the Association, if the violation concerns the membership.

Enforcement of the Association Restrictions, Rules and Regulations, and applicable State/County mandates is the responsibility of the Board of Directors, who may or may not seek support of the County. Legal action, when needed, may also be initiated to enforce compliance with the Covenant Restrictions.

Use Restrictions are very important and those that have a direct impact on RS zoning classification carry a serious financial penalty for the offending member's violation. Article V, Section 7 of the Declaration: (for example)

Section 7: "No structure of a temporary character, trailer, basement, tent, shed, garage, barn or other odd building shall be used on any lot at any time as a residence, either temporarily or permanently".

The above section has been quoted again as guidance to members to prevent a violation of property zoned RS, and, thus avoid the heavy penalty which is:

First Violation	\$250.00
Second Violation	\$500.00

"RM" Zoning Classification

The only RM Lots (formerly R-3) designated in the SFPOA Declaration, are identified in Article V, Section 1 (e), (f) & (g):

- (e) Lots 110, 111 and 112 (RM)
- (f) Lots 151, 152, 152, 154, 155, 156 and 93 (RM)
- (g) Lots 54, 190, 191, 192, 193 and 194 was subject to RM classification by the updated S.B. County Zoning Map.

All SFPOA lots, whether RS or RM, are required to comply with all applicable Protective Covenants and Restrictions (PC&R's), Rules and Regulations; and State and County Codes and Ordinances.

Article V, Section 7, specifically affects the R-M lots, which are known as the Pine Rose Cabins and Mile High Resorts. Tenants who attempt to accommodate additional people by utilization of tents and trailers next to the rented cabin lot site, creates a violation of the referenced restriction. The member/ resort owners will be accountable for the tenant's violation, and subject to any fines assessed for the violations.

Each Offense: \$75.00 per day, per violation.

All other Applicable Use Restriction's Violations:

First offense:	\$250.00
Second offense:	\$500.00

Important Notice: An owner who fails to initiate immediate action to correct the condition(s) which caused the violation, and who fails to pay the assessed penalty within two weeks, dated from the receipt of the Board of Directors notification, will be subject to all legal expenses incurred to collect the money owed to the Association.

SHORT-TERM PRIVATE HOME RENTAL STANDARDS (Extracted from Chapter 84.28 of the San Bernardino

County Development Code and other applicable codes)

General

(1) The owner shall be responsible for compliance with all applicable codes (UNIFORM ADMINISTRATIVE CODE

SECTION 102.5) regarding Fire, Building and Safety (CALIFORNIA BUILDING CODE 3 402), Health and Safety and other relevant laws. The owner shall also comply with the National Fire Protection Association Standards.

(2) The owner, managing agency, property manager or agent shall be personally available by telephone on a 24-hour basis to respond to calls regarding the condition and/or operation of the unit. Failure to respond to calls in a timely and appropriate manner may result in revocation of the permit authorizing the use. Responding in a timely and appropriate manner shall mean that a response to an initial call shall be made within two hours of the time the call was made, and within 24 hours of the initial call, corrective action shall be commenced to address any violation.

(3) The maximum occupancy of a private home, rental shall be one person per 100 square feet of building area, excluding garages or other accessory buildings; provided, however, that every rental guest has his or her own raised sleeping bed for each guest who is 2 years or older.

(4) Each short-term private home rental unit have a clearly visible and legible notice posted within the unit on or adjacent to the front door, containing the following information

(A) The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be reached on a 24-hour basis;

(B) The maximum number of occupants permitted to stay in the unit;

(C) The maximum number of vehicles allowed to be parked on the property, and

(D) Notification of the arrangements that the owner has made relative to proper trash and refuse disposal; and

(E) Notification that failure to conform to the parking and occupancy requirements of the structure is a violation of the County Code.

(F) Whether or not the unit has been approved to permit on-street parking.

(5) Information on the permitted occupancy and parking capacity for each unit and trash disposal requirements shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the unit.

(6) Flammable liquid storage is prohibited except in garages where up to five gallons of fuel may be stored in approved containers for maintenance purposes. This requirement excludes fuel tanks in automobiles.

(7) Trash shall be removed from the premises after each occupancy. There shall be no trash storage on site, unless commercial trash collection is provided. (CALIFORNIA FIRE CODE SECTION 7902 5)

(8) All steps, stairways, decks and railings shall be stable and structurally sound.

(9) The main entrance to the unit shall be illuminated when the unit is occupied, provided, however, that any exterior lighting shall be designed and located in compliance with Section 87.0920 or 87.9021 of the County Development Code pertaining to glare and outdoor lighting. Outdoor lighting shall be shielded to preclude light pollution or light trespass on adjacent property.

(10) Pools and spas shall be fenced or equipped with an approved cover with approved locking mechanisms as required by state law, and shall be maintained in a safe and sanitary condition.

(11) All food preparation activities shall be conducted for personal consumption only. Commercial catering and take-out food delivery to the rental unit is permitted.

(12) Snow removal from driveways and off-street parking areas is required to be performed prior to each occupancy period.

Interior

(13) Smoke detectors shall be installed within each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping room. Battery-operated smoke detectors are acceptable provided that they are maintained in good working order at all times, except as required by other applicable codes. (2001 CALIFORNIA FIRE CODE – APPENDIX 1-A SECTION 6)

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(14) The private home rental shall be equipped with a minimum of one 2A:10B: C type extinguisher with 75 feet of travel distance to all portions of the structure; there shall be no less than one such extinguisher per floor. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet and five feet above the floor and shall be accessible to occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers. (CALIFORNIA FIRE

CODE SECTION 1002)

(15) Furniture and other combustible material shall be kept a minimum of 54 inches from fireplace openings and a minimum of 30 inches from the front of wall or floor heaters, or as required by the manufacturer.

(16) Any locking mechanism on outside doors must be operable from inside the unit without the use of a key.

(CALIFORNIA BUILDING CODE SECTION 1003.1.1.8) If any one floor of the dwelling unit is greater than 3000 square feet in area, two exit doors shall be required, each of which shall conform to this requirement.

(CALIFORNIA BUILDING CODE TABLE 10 A)

(17) Private home rentals shall be maintained in a clean and sanitary condition and free from hazards.

(18) There shall be no exposed wiring or overloaded electrical circuits. (CALIFORNIA CODE 210.19 (A) (1)) or exposed wiring.

(19) There shall be no permanent use of extension cords for appliances, heaters, lamps or other fixtures.

(CALIFORNIA FIRE CODE SECTION 8506)

(20) There shall be no leaking fixtures, or clogged or leaking wastewater lines.

(21) Faucets and fixtures shall be maintained in working condition. (CALIFORNIA PLUMBING CODE 101.5.5)

(22) Showers, sinks and bathing facilities shall be clean and shall drain properly.

(23) There shall be no evidence of pest infestations.

(24) Bedroom windows shall be operable to allow for emergency egress. (CALIFORNIA FIRE CODE SECTION 1206)

(25) There shall be at least one screened window per room, to allow for proper interior ventilation.

(26) Fireplaces shall be equipped with screens which are adequate to prevent sparks or rolling logs from escaping the fireplace opening.

(27) All appliances, including but not limited to kitchen appliances, furnaces (CALIFORNIA MECHANICAL CODE 104.4) and water heaters (CALIFORNIA PLUMBING CODE 101.5.5), shall be operational.

(28) Any mezzanines (lofts) or attic conversions shall be provided with acceptable exiting and head clearance; stairs providing access to these areas shall be safe and structurally sound, and no ladders shall be allowed.

(29) Emergency exit routes shall be illuminated with a battery-operated emergency light, so as to provide for safe exiting in the event of electrical failure.

(30) Exits shall remain clear of storage, debris or impedance at all times.

Exterior

(31) The address of the unit must be legible from the street. (CALIFORNIA FIRE CODE SECTION 901.4.4)

(32) No tree limbs are allowed within ten feet of chimney stack openings. (CALIFORNIA FIRE CODE SECTION 1103.2.4)

(33) Spark arresters of a minimum opening size of three-eighths inch and maximum opening size of one-half inch shall be required on all fireplace flue openings. (CALIFORNIA FIRE CODE SECTION 1109.7)

(34) If there is a fireplace or solid fuel barbecue, the private home rental shall be equipped with a minimum five gallon metal container with a tight fitting lid for ash disposal, which is clearly labeled. Instructions on storage or placement of ashes shall be stated in the rental agreement and on the notice posted within each unit (i.e., do not place can on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; ash can must be stored outside with a minimum of three feet clearance from building, porch, trees, etc.; lid must remain on ash can when in use). (CALIFORNIA FIRE CODE SECTION 1102)

(35) The roof and grounds of the private home rental shall be kept clear of accumulations of pine needles, weeds, or other combustible materials. (CALIFORNIA FIRE CODE SECTION 1103.2.4)

(36) There shall be no accumulation of trash and/or debris on the site or within the unit. Trash must be disposed in appropriate trash disposal containers. (CALIFORNIA FIRE CODE SECTION 1103)

(37) All trash collection receptacles shall be "animal-proofed."

(38) Parking shall be provided on-site to meet the occupancy of each private home rental at a ratio of not less than one parking space per bedroom. Parking spaces may include garage, carport and driveway spaces, and may allow for tandem parking. No overnight on-street parking shall be permitted except where the street is paved to the full ultimate width of the right-of-way.

(39) Where the rental property parcel abuts a paved street or road, the required off-street parking and access driveways shall be surfaced with a minimum of two (2) inches of road-mixed surfacing, county Public Works

Department Specification No. 38)

Owner's Disclosure Duties to Purchaser; Penalties

The owner of a separate property shall, as soon as practicable, before transfer of title to the separate interest or execution of real property sales contract therefore, shall provide the following to the prospective purchaser:

1. A copy of the governing documents of the Strawberry Flat Property Owners' Association, including a copy of Incorporation.
2. A copy of the most recent Association's budget, reserves and financial statement.
3. A statement in writing obtained from an authorized representative of the Association as to the amount of the Association's current regular and special assessments and fees, any assessment levied upon the owner's interest that are unpaid on the date of the statement, and any other monetary fines or penalties levied upon the owner's interest and unpaid on the date of statement. The statement obtained from the authorized representative shall include true information on late charges, interest, and costs of collection which, as of the date of the statement, are or may be a lien upon the owner's interests in the Association.
4. A copy or summary of any notice previously sent to the owner pursuant any alleged violation of the governing documents that remain unresolved at the time of the request.
5. Any change in the Association's current regular and special assessments and fees which have been approved by the Association's Board of Directors, but have not become due and payable as of the date of the disclosure is provided pursuant to this subdivision.

Important Notice:

- a. The Association is obligated upon written request, to produce within 10 days a copy of the items specified in paragraphs 1 to 5 above. The Association may charge a fee for this service that may not exceed the Association's reasonable cost to prepare and reproduce the requested items.
- b. There is a \$500.00 fine for anyone who willfully violates this owners' disclosure requirement.

Violations of Governing Documents and Penalties

1. All Strawberry Flat Property Owners' Association lot owners, 1-200, whether RS or RM zone classification, are required to comply with:
 - a. All applicable architectural and "Use Restrictions" designated under Article V and VI of the "Declaration of Protective Covenants and Restrictions" and all applicable State/ County Mandate ordinances.
 - b. All applicable Association Bylaws, Rules and Regulations pertaining thereto, including common lots A through K.
2. All owners of lots 1-200, are subject to a penalty for violating any Restrictions stated in the above governing documents, pursuant to the " Strawberry Flat Property Owners' Association Schedule of Violation Penalties" presented below.
3. An owner who has been cited and paid the violation penalty, shall immediately take appropriate action to correct the condition(s) which caused the violation and thus come into compliance with Association governing documents.

Strawberry Flat Property Owners' Association Schedule of Violation Penalties

1. Violations: Architectural Construction.

First Offense	\$50.00 *
Second Offense	\$150.00*
2. Violations: Common Area, Fire Safety and Road Rules and Regulations.

First Offense	\$50.00*
Second Offense	\$150.00*
3. Violation: RS Zoning Classification; Use Restrictions.

First Offense	\$250.00*
Second Offense	\$500.00*

Violation: RM Zoning Classification; Article V, Section 7;
"Tents, trailers and similar units next to rented cabin sites to accommodate additional..." Resort Owners Subject to:
Each Offense: \$75.00 per day, per violation*

All other applicable RM "Use restrictions"

First Offense	\$250.00*
Second Offense	\$500.00*
4. Violation: Failure to notify the Association of Property Title Change.

First Offense	\$500.00*
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5. Violation: Failure to register the Short-Term Private Home Permit with Association

First Offense	\$50.00*
Second Offense	\$150.00*

Footnote: The * assumes the member has corrected the P.C.& Rs violation and achieved full compliance with our governing documents.

Important Notice: An Owner who fails to pay his violation penalty within two (2) weeks following receipt of the Board of Directors action notification stating the amount of the penalty, will be subject to all legal expenses incurred by the Association, in addition to the original penalty, to settle the owner's account.

Internal Dispute Resolution procedure (IDR)

(Civil Code 1363.840)

Members are hereby notified of the Association's Internal Dispute Resolution procedure which applies to a dispute between the Association and a member involving their rights, duties or liabilities under our governing documents. The following procedure should be used:

1. Either party may request the other party, in writing, to 'meet and confer' in an effort to resolve a dispute.
2. A member may refuse to 'meet and confer'; the Association may not refuse to 'meet and confer'.
3. The Board of Directors shall designate a member of the Board to 'meet and confer'.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and in good faith and effort, seek to resolve the dispute.
5. The dispute resolution shall be in writing and signed by both parties.
6. The agreement reached under IDR binds the parties and is judicially enforceable if:
 - (a) The agreement is not in conflict with law or the governing documents of the Association.
 - (b) The agreement is either consistent with the authority granted to the Board's designee, or the agreement is ratified by the Board of Directors.
7. No fee may be charged to the member to participate in this process.

Alternative Dispute Resolution Procedure (ADR)

(Summary Civil Code 1369.510 & 1369.520)

"Alternative Dispute Resolution" means mediation, arbitration, conciliation or other non-judicial procedure that involves a neutral third party in the decision making process. The form of ADR chosen may be binding or nonbinding with the voluntary consent of the parties.

ADR is used for enforcement of a civil action or procedure relative to Davis-Stirling Civil code other than a cross-complaint, and for enforcement of Association governing documents.

However, the Association or an Association member may not file an enforcement action in Superior court unless the parties have endeavored to submit their dispute to ADR pursuant to this article.

ADR applies only to an enforcement action that is solely for declaratory injunctive, or writ relief or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits of Civil Code sections 116.220 and 116.221.

ADR does not apply to a small claims action or an assessment dispute, except as otherwise provided by law.

ADR Service Procedure

Request for ADR Resolution

- A. Any involved party may initiate the ADR procedure required by Section 1369.520 by:
- a. A brief written description of the dispute served upon the other party in the dispute.
 - b. A request for alternative dispute resolution and a copy of the section 1369.530 (c.c.) provided to the recipient party.
 - c. A notice that the recipient of the request has 30 days following receipt of the notice, to respond: a lack of response will be deemed a rejection.
(extract 1369.530 c.c.)

Notice to Members

- B. “Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.”
(extract 1369.590 c.c.)

Summary Regarding the IDP and ADR Procedures

- C. The primary reasons for members to be informed, and when necessary, to utilize these procedures are:
1. To create optimum conditions relevant to a dispute, which are conducive to improving inter-personal relationships between Association members, and/or a member and the Association;
 2. To achieve equitable solutions to disputes, based upon personal effort and personal commitment of the involved parties; and
 3. To settle disputes which can reduce or eliminate excessive legal expenses and loss of valuable personal time for the people involved.
 4. The results of these procedures can be a win- win situation.
(extract 1369.59 c.c.)

Elections and Voting Procedures

(Required by the Civil Code) 1363.03

1. Membership elections required by our governing documents, and any other law relevant to assessments legally requiring a vote; electing or removing members of the Association Board of Directors; amendments to the governing documents, shall be held by secret ballot in accordance with the Civil Code 1363.03.
2. Each separate property owner in Tract 7909 is a member of the SFPOA, and said membership conveys the privilege of one vote per lot owned therein, for all members in good standing during the stated time frame of the respective issue(s) being voted.
3. All vote required issues will utilize the “Ballot & Two Preadressed Envelopes” procedure with voting instructions and mailed 1st Class or hand delivered to each member of the Association at least 30 days prior to the stated voting deadline.
4. Your proxy form, properly completed, is very important!
 - (a) If you are unable to attend the Annual Membership Annual Meeting, your proxy counts toward the required quorum; and
 - (b) The ‘Instruction Sheet’ to your proxy agent, attached to the proxy forum, permits a secret ballot to be cast on your behalf as required by cc. 1363.03(6) (d) (3).
5. Voting instructions will be printed on the ballot form, specific to the issue(s) being voted and the simple steps to return the completed ballot.
6. Director Qualifications:
 - (a) A member in good standing.
 - (b) A volunteer to devote time and effort in conjunction with other directors, discussing and executing Association business,
 - (c) Have a desire to improve the effectiveness of the Board of Directors management responsibilities.
 - (d) Are you interested? Contact the Nomination Chairman, prior to June 1st, so your name as a candidate for Director, can be listed on the next annual election ballot
7. An election inspector shall be appointed by the Board of Directors c.c.1363.03(5)(a). The person appointed shall be an independent, third party individual and shall do all of the following:
 - (a) Determine the number of memberships entitled to vote and the voting power of each.
 - (b) Determine the authenticity, validity and effect of proxies, if any.
 - (c) Receive ballots.
 - (d) Hear and determine all challenges and questions in any way arising out of, or in connection with the right to vote.

- (e) Count and tabulate all votes.
 - (f) Determine the deadline for when voting is over.
 - (g) Determine the tabulated results of the election.
 - (h) Perform any acts, as may be proper to conduct the election with fairness to all members in accordance with the above referenced code and all other applicable laws, and perform the above duties in good faith to the best of the inspector's ability and expeditiously as is practical.
8. General Comments:
- (a) No person shall open or review any ballot prior to the time and place ballots are counted and tabulated by the inspector and/or the designated helpers (who are also third party individuals).
 - (b) The inspector of elections may verify the information and signature on the outer envelope prior to the meeting to count and tabulate votes.
 - (c) Once the ballot envelope is received by the inspector, it is irrevocable.
 - (d) Any candidate and/or Association member may witness the counting and tabulation of votes.
9. The tabulated election results shall be promptly given to the Board of Directors president, at the Annual Membership Meeting and he shall tell the membership the results of the election and the said results will be noted in the minutes of the next meeting of the Board of Directors and shall be publicized in the next Association newsletter, following the fore mentioned Annual Meeting.
10. The election inspector will secure all ballots until the time for challenging the election results has transpired (15 days).
- (a) If a written challenge is received, the inspector will meet with the member and shall provide the ballots for inspection and review.
 - (b) If a recount is deemed appropriate, the confidentiality of the vote shall be maintained.
11. If no written challenge is received within the 15 day period, the ballots will be transferred by the inspector to the Secretary of the Association who will maintain the ballots in a secure place, for a one (1) year period, after the date of the election.

Green Power Structures/ Devices Rules and Regulations

The mountains of San Bernardino National Forest are subject to frequent and sometimes high winds. Thus, interest in "Green Power" and the use of exterior structures and rood devices to create electricity has gained in acceptance.

In 1969, the Board of Directors of the Strawberry Flat Property Owners' Association has the foresight to include in the P.C. &R's, Article V, Use Restrictions, Section 8, which specifically prohibited derricks or other EXTERNIOR STRUCTURES for the use in pumping water from the ground as these structures could be unsightly and unsafe.

However, due to growing interest in "Green Power Electricity, the Board of Directors requires the Association members considering any type of exterior "Green Power" energy source, including panels, to contact the Architectural Committee 6 months before starting the project to discuss preliminary stat with reference to type, height and location on the lot before submitting any formal plan.

The required forms are available from the Association office.

Each proposed exterior structure or device and location will be evaluated on an individual basis, but must comply with Article V, Sections 6 and 8 of the Declaration. No precedent is established by approval or disapproval of any one request.

If a lot owner has any questions, contract the Architectural Committee or the Association office for further guidance.

The San Bernardino County Building and Safety Department has a code requirement pertaining to "Green Power" including wind-generated structures

However, please remember: the Association and the County Building and Safety are separate entities; submit your plan TO THE ASSOCIATION FIRST. If the plans are approved, then check with the County Building and Safety and obtain applicable permits.

These Requirements are effective July 1, 2010

Architectural Committee

President's Comment

It is the hope of this Board of Directors the review of information presented in the Membership Handbook, will reinforce each member's knowledge and lead to greater membership participation.

As previously stated, members are mandated by covenant to COMPLY with our Declaration Restrictions and the scheduled penalties. However it is important to note that each member also has the opportunity to individually ENFORCE Covenant Restrictions, as does the Association, stated in the Declaration, Article VII, section 1, Enforcement.

For the member, enforcement of Covenant Restrictions is an OPTION: for the Board of Directors, enforcement is a RESPONSIBILITY, inherent in the role of management as prescribed in our governing documents.

In view of the above comments and past experiences, it seems reasonable to assume the vast majority of our members will continue to comply with stated Restrictions. For the person who ignores a personal responsibility of compliance, arbitration and legal action may be the only remaining path to resolve an issue.

Your Board of Directors appreciates and extends a sincere, "THANK YOU" to each member, for your past and current cooperation and understanding.

Strawberry Flat Property Owners' Association
Drawer H, Twin Peaks, California 92391
909-336-5300

Telephone Numbers that
Help!

Strawberry Flat Property Owners' Association Office	909-336-5300
Fire Department – main office	909-338-3311
California Division of Forestry	909-881-6900
U.S. Forest (Sky Forest Ranger Station)	909-337-2444
Road Information/ Closures	800-427-7623
CHP – Running Springs office	909-867-2791
Sheriff's Department – Twin Peaks	909-336-0600
County Code Enforcement- Land Use	909-387-8311
County Code Enforcement- Safety	909-387-4044
Animal Control	(800) 472-5609
Snow Removal (TCG only)	909-223-8724

For general County information M-F, 8-5, call (909) 387-2020 or Toll Free (888) 818-8988

Or visit this link for a complete list of departmental responsibilities, contacts, phone numbers and addresses for San Bernardino County:

<http://www.sbcounty.gov/main/services.asp>