



## **The Trails Home Owners Association**

P.O. Box 1684  
Mammoth Lakes, CA 93546

### **Compliance to Covenants, Conditions and Restrictions and Architectural Rules and Guidelines**

**Approved by Board of Directors on July 10, 2000**

**Revised October 14, 2001; March 16, 2002; May 11, 2002 and July 28, 2002**

#### **YOUR CONTRACT WITH THE TRAILS**

We all signed a contract before moving into the Trails designating certain obligations that each of us accepted as a condition of living in the Common Interest Development (CID) known as the Trails. Whether individual owners accepted these conditions with earnest or in spite of them is of no consequence.

#### **OBLIGATION OF YOUR BOARD OF DIRECTORS**

It is the obligation of your Board of Directors to uphold the terms of the contract. Hence, your Board is dutifully bound to seek compliance with the Covenants, Conditions and Restrictions (CC&R's) and the Architectural Rules and Guidelines (AR&Gs)!

#### **PAST ATTEMPTS TO GENERATE CONFORMANCE**

Most home owners have conformed on their own or have quickly reacted to a nudge from the Trails Homeowner's Association and to this vast majority, your Board is thankful. Having said that, meetings, discussions, walk-throughs, and even badgering mean absolutely nothing to those that do not care to conform. This is quite evident from a number of properties that have never attempted to landscape.

#### **ISSUANCE OF FINES**

Though your Board of Directors does not really want to collect fines, it's the only action that your Board feels will bring those few holdouts into conformance.

All fines described below are based on the indicated maximum occurring within a calendar year (i.e. January 1 through December 31). This maximum may occur all within one period (if the violation goes unresolved) or in increments if the violation is corrected and then repeated within the same calendar year.

Your Board has discussed but for now tabled the idea of increasing the maximum calendar year fine commensurate with the number of years that the violation is repeated (the second year would be double the first year maximum, the third year would be triple the first year maximum, and so on). If the fines described below do not generate the intended conformance, other means will be considered including increased fines and where necessary an injunction against the property owner.

#### **CC&R's - ARTICLE VII - USE RESTRICTIONS -SECTION 8 (Amended April 13, 2000)**

Except for the following: No more than two (2) trailered water craft on one (1) trailer may be parked in an Owner's driveway from two (2) days prior to the annual fishing season opening day to October 31 of each year and no more than two (2) snowmobiles on one (1) trailer may be parked in an Owner's driveway during the winter months from December 1 of one year to April 1 of the next year: no trailer, camper, mobile equipment, boat, commercial truck or inoperative automobile shall be parked on any street within the Properties, in any part of the Common Area or in any Lot, unless, and only in the last instance, such trailer, camper, mobile equipment, boat, truck, or inoperative automobile is located in a private garage or is otherwise screened from public view in accordance with the requirement of the Town Zoning Ordinance.

#### **CC&R's - ARTICLE XVI - MAINTENANCE - SECTION 2 - OWNER'S FAILURE TO MAINTAIN OR REPAIR**

The Association shall have the right to maintain and repair any Lot, dwelling or any portion of the Project required to be maintained or repaired by a Owner, if the Board of Directors determines that such is necessary to protect the Common Areas or preserve the appearance and value of the Project, and the Owners thereof have failed or refused to actually

commence such maintenance or repair within a reasonable time after written notice of the necessity thereof shall have been given them by the Board of Directors; however, that the Association shall be entitled to recover against the Owner or Owners for whose account any such maintenance or repair is made all costs thereof, together with interest thereon at twelve percent (12%) per annum and all costs of collection, including actual attorneys' fees.

## **ARCHITECTURAL RULES AND GUIDELINES**

### **AR&Gs - RULE 4: LANDSCAPING (Only front yard and side yards evaluated)**

Early completion of landscaping is encouraged. It is suggested that a landscape plan be submitted concurrent with the architectural plans. In no event shall the following schedule be exceeded:

<u>Timing After Occupancy</u>	<u>Minimal Landscaping</u>	<u>Extensive Landscaping</u>
First summer	Submit plan Complete landscaping	Submit plan
Second summer		Significant progress (earth contouring, hardware, etc.)
Third summer		Complete landscaping

### **AR&Gs - RULE 5: HOME EXTERIOR (Revised May 11, 2002)**

The home exterior shall be built of a combination of a minimum of two of the following:

- a) Either cedar or redwood siding.
- b) Stucco.
- c) Natural stone.

**The second texture must cover a minimum of 2 vertical feet across the front of the house.**

### **AR&Gs - RULE 6: BUILDING CORNER**

Masonry material shall not end at a building corner.

### **AR&Gs - RULE 7: ROOF MATERIAL**

Roof material shall be high quality standing seam steel. The valley between seams shall be 18 inches nominal and the minimum thickness of the steel shall be 24 gauge. Colors other than already existing in the tract may not be employed unless a sample is submitted to and approved by the Architectural Committee.

### **AR&Gs - RULE 8: TREE REMOVAL**

No trees shall be removed without the approval of the Architectural Committee.

### **AR&Gs - RULE 9: FENCING (Revised: March 16, 2002)**

Fencing is permitted under the following conditions if first approved in writing by the Architectural Committee prior to installation.

- a) Maximum height shall not exceed 42 inches.
- b) Fencing shall enclose backyard and side yards only.
- c) Cyclone fencing and cinder block shall be prohibited.
- d) Horizontal or vertical supporting structure shall be located on the inside facing the house.

### **AR&Gs - RULE 10: WINDOW FRAME COLOR**

Window frames shall be color compatible with the elevations and no mill finish aluminum shall be permitted.

### **AR&Gs - RULE 11: CHIMNEY CHASE AND CUPOLA (Revised May 11, 2002)**

**A wood burning fireplace shall include a chimney chase. A pellet stove or a gas burning fireplace may include a chimney chase at the owner's discretion. Metal stacks visible atop any chimney chase shall be enclosed with a cupola. The cupola shall be shaped typical to those already existing in the Trails and painted to match the roof**

color.

**AR&Gs - RULE 12: METAL GARAGE DOORS** (Revised May 11, 2002)

Metal garage doors are acceptable only if shaped to simulate wood.

**AR&Gs - RULE 13: PROHIBITIONS**

The following shall not be permitted:

- a) Heating and/or air conditioning equipment mounted on the roof.
- b) Freestanding shed structures.

**AR&Gs - RULE 14: COLOR OF EXPOSED MECHANICAL VENTS**

All exposed mechanical vents on roof shall be painted to match the existing roof color. All exposed mechanical vents on exterior siding of house shall be painted to match the existing siding color.

**AR&Gs - RULE 15: APPROVAL OF PLANS PRIOR TO CONSTRUCTION**

A signed set of approved plans must be obtained from the Architectural Committee prior to commencement of construction.

**AR&Gs - RULE 16: GARAGE DOOR AND ENTRANCE DOOR COLOR** (Revised May 11, 2002)

**The garage door and entrance door shall be stained a natural wood color or painted a shade of the siding color or a shade of the trim color (Note: The color of the window frame is not considered the trim color). Aesthetically pleasing variations to this rule may be employed with prior written approval of the Architectural Committee.**

**FINE STRUCTURE**

**CC&R's - ARTICLE VII - USE RESTRICTIONS -SECTION 8 (Amended April 13, 2000)**

**MOTORHOME, CAMPER, TRAVEL TRAILER, OR TENT TRAILER VISIBLE ON PROPERTY**

- \$100 fine if not removed within 2 days of individual notification. For each additional day not remedied, \$50 up to a maximum of \$1000 per calendar year.

**COMMERCIAL TRUCK VISIBLE ON PROPERTY**

- \$100 fine if not removed within 2 days of individual notification. For each additional day not remedied, \$50 up to a maximum of \$1000 per calendar year.

**WATER CRAFT OR SNOWMOBILES VISIBLE ON PROPERTY OUT OF SEASON**

- \$50 fine if not removed within 2 days of individual notification. For each additional day not remedied, \$25 up to a maximum of \$500 per calendar year.

**CC&R's - ARTICLE XVI - MAINTENANCE - SECTION 2 - OWNER'S FAILURE TO MAINTAIN OR REPAIR**

**LANDSCAPING UNKEPT**

- \$100 fine if not remedied within 60 days of individual notification. For each additional day not remedied, \$50 up to a maximum of \$2000 per calendar year.

**SIDING AND/OR DECK NEEDS PAINTING OR STAINING**

- \$50 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$25 up to a maximum of \$500 per calendar year.

**MISCELLANEOUS DEFECTS (Light fixture missing or broken, minor exterior repairs needed, etc)**

- \$10 fine if not remedied within 15 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$50 per calendar year.

**AR&Gs - RULE 4: LANDSCAPING (Only front yard and side yards evaluated)**

- \$100 fine if not remedied within 60 days of individual notification. For each additional day not remedied, \$50 up to a maximum of \$2000 per calendar year.

**AR&Gs - RULE 5: HOME EXTERIOR**

- \$100 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$50 up to a maximum of \$1000 per calendar year.

**AR&Gs - RULE 9: FENCING (Revised: March 16, 2002)**

- \$25 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$500 per calendar year.

**AR&Gs - RULE 11: CHIMNEY CHASE AND CUPOLA**

- \$25 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$200 per calendar year.

**AR&Gs - RULE 13: PROHIBITIONS  
FREESTANDING SHED STRUCTURE VISIBLE ON PROPERTY**

- \$25 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$200 per calendar year.

**AR&Gs - RULE 14: COLOR OF EXPOSED MECHANICAL VENTS**

- \$25 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$200 per calendar year.

**AR&Gs - RULE 15: APPROVAL OF PLANS PRIOR TO CONSTRUCTION (Revised May 11, 2002)**

- \$300 fine if plans are not submitted within 5 days of individual notification. \$50 for each additional day that plans are not submitted. The contractor is encouraged to stop construction until he receives a signed set of approved plans as he is responsible to make changes required for approval of the submitted plans.

**AR&Gs - RULE 16: GARAGE DOOR AND ENTRANCE DOOR COLOR (Revised May 11, 2002)**

- \$25 fine if not remedied within 30 days of individual notification. For each additional day not remedied, \$10 up to a maximum of \$500 per calendar year.

Your Board has decided to delay any implementation of this fine to August 1, 2003.

The fine structures for the following violations will be considered by your Board at a later date:

**AR&Gs - RULE 6: BUILDING CORNER**

**AR&Gs - RULE 7: ROOF MATERIAL**

**AR&Gs - RULE 8: TREE REMOVAL**

**AR&Gs - RULE 10: WINDOW FRAME COLOR**

**AR&Gs - RULE 12: METAL GARAGE DOORS**

**AR&Gs - RULE 13: PROHIBITIONS**

**HEATING AND/OR AIR CONDITIONING EQUIPMENT MOUNTED ON THE ROOF.**