

# WELCOME TO SOLANA



## **Solana Community Association Board of Directors**

### **Welcome To Solana**

We are very pleased to have you as a member of our community. We hope you find the information contained in this packet helpful in settling into your new home. Landlords or their management representatives are responsible to provide this packet of information to their renters and will be accountable for the behavior of their renters.

We are a unique development in that we have 3 separate HOA boards:

- Community Board - this board addresses any issues that affect the community as a whole.
- Solana Courtyards Board - this board addresses any issues that relate to the Courtyards.
- Solana Estate Lots Board - this board addresses any issues that relate to the Estates.

Board members are elected to 2-year terms by the residents in each community at the Annual Association Meeting each December. All board meetings are open to residents, although on rare occasions a closed board meeting may be scheduled to handle any sensitive matters or to protect the privacy of residents. Board members are here to answer any questions and provide assistance in navigating the community. The current roster of HOA Board of Directors for all 3 associations can be found at <https://solanaca.appfolio.com/>. **You will receive an invitation to join AppFolio from Solana Community Associations. Accept the invitation and set up login information for a Resident Profile.**

There are 2 types of Meetings:

- **An Annual Meeting** now scheduled for each December in which the members of each community vote to elect a Board of Directors. They also vote on ratification of the budget and any other special items such as performing audits. This is the only time that members of the communities vote.

- **Boards of Directors Meetings** which are now scheduled for the second Thursday of every month unless the board(s) decide that there is no business that needs to be discussed. Residents/lot owners are invited to attend but they ***do not have voting rights during the meetings.***
- The BoD meetings are conducted in a combined form for ease of scheduling. However, each board conducts business separately. For example, the Estates Lots Board may discuss issues that pertain strictly to the Estates and may make motions that are seconded and approved by majority vote on that Board. No other individuals, either on the other boards or lot/homeowners in the Estates votes on these motions. The same holds true for the Courtyards Board and the Community board. During the meeting the board has the option of inviting questions and comments for those attending, however, the board is not obligated to change any decision based on that input.

The HOA has an Architectural Control Committee that approves all house designs and landscaping plans and approves of any changes to these entities.

## **Amenities**

Solana has many amenities for residents to enjoy.

### **Heated Pool and Spa:**

- The pool and spa are typically open from mid-May to Labor Day (this varies from year to year based on weather and any repairs needed). Pool and spa hours will be noted on the gate of the pool for your convenience. If there are any unusual closures, we will send a notice to all in the community.
- We have pool lounges, umbrellas, and other furniture for you to enjoy.
- The pool is maintained by our Facilities Manager and includes vital tasks such as monitoring and balancing chemicals on a daily basis, keeping a log of this for the state in case of inspection, making sure the pool and spa equipment is working, adding and removing the pool sweep, and ensuring that the pool is cleaned daily and free of debris.
- Residents, renters, and lot owners (herein referred to as "residents") who are interested in using the pool will be provided with an individual code for

their household to enter the pool area. However, prior to receiving the code all residents over the age of 18 will be required to attend an orientation on how to use the pool equipment and attest by signing a consent form that they understand and will adhere to the rules. Providing this code to any other household in the community will result in suspension of pool privileges.

- We ask residents to take care when using the furniture and other items in use at the pool as these are costly to repair/replace.
- Solana is required by law to keep the pool clean, safe and in usable condition. Our rules ensure that we are in compliance with all State Laws and Liability Insurance. **A copy of the rules related to pool use is included in this packet (Appendix B).** All residents, guests of residents and lot owners are required to adhere to the rules or risk having pool privileges revoked.
- **Rules require that the resident or lot owner must always be physically present with their guests at the pool.** Guests are defined as anyone who is NOT actually living in the community, even if they are related to you such as adult children and grandchildren. It is not enough for the resident to be in their home while they have guests using the pool. Children under the age of 18 can never be left alone at the pool without a responsible resident adult present.

#### **Clubhouse:**

- The clubhouse is available for use by all Solana Residents and Lot Owners in good standing, which includes but is not limited to being current on their HOA dues, at no charge. The sponsoring resident must be present at all times during the event. The clubhouse has a kitchen, main room with tables and chairs (seating capacity of about 48 people, total capacity is no more than 92 people), fireplace room, exercise room, and full bathrooms including showers and lockers for people who are using the pool. **Rules for use of the Clubhouse are in Appendix B.** Failure to follow the rules will result in revocation of privileges.

- We maintain a community calendar so people can reserve the space for their family gatherings, community meetings, parties, etc. Reservations for use of the clubhouse may be made online at [https://solanaca.appfolio.com/connect/users/sign\\_in](https://solanaca.appfolio.com/connect/users/sign_in). Log into your Resident Portal and click on **Calendar**. If the date you wish to reserve is available, go back to the main menu and click on **Amenities**. Then click on **Reserve** at the bottom of the new page and enter the reservation information you are prompted for. You will receive a notification of approval within 48 hours.
- We do not have any regular cleaning service or trash removal service thus the sponsoring resident that uses the Clubhouse is responsible for cleaning it at the end of their event. If it is not cleaned, you will have the choice to clean it or hire someone to do so. If the clubhouse requires professional deep cleaning after your event, this will be charged to you, along with a fine. We have a checklist for use to ensure that all cleaning tasks are completed. The sponsoring resident must sign off that all cleaning has been completed. We supply all the cleaning products and a vacuum cleaner. **All** trash must be removed after your event, including trash from the kitchen, restrooms and mudroom. In addition, you must ensure that all doors are locked, and lights are turned off when the event ends.
- The sponsoring resident needs to remind all event participants to leave two spaces vacant in front of the mailboxes to facilitate mail delivery by the Post Office and mail pickup by residents. These spaces are clearly marked as reserved. There is extra parking across the street from the clubhouse.
- Additionally, all users of the clubhouse or exercise room agree to: Indemnify and hold harmless the Solana Community Association, its Board of Directors, officers, or any affiliates thereof, from liability for any injury or harm sustained by use of the facilities or any furnishings/equipment therein.
- **Outdoor patio:** The outdoor area of the clubhouse has tables and chairs for use by any resident.
- **Exercise room:** is in the Clubhouse and is open to all residents/lot owners. It contains weights, elliptical trainers, treadmill, and rowing machine.

- **Putting green:** is located by the Courtyards and is available for use by all residents.

### **Mail and clubhouse keys:**

- Every resident/lot owner should have a mailbox key and a clubhouse key.
- Mailboxes are located at the clubhouse and your mailbox number is linked to your street address.
- Package lockers are also located by the mailboxes. If you receive a package the key to the locker will be left in your mailbox.
- The post office does not deliver packages to the Estates. If your package is too large to fit in a locker the post office will leave a notice for you to pick it up the next working day at the Post Office. FedEx, UPS, and Amazon Prime deliver directly to homes.
- If you bought a lot or home directly from Solana Lot Owners, LLC, we will provide you with the mailbox and clubhouse keys.
- If you bought a home or lot directly from a resident, you should be provided keys by the previous owner at time of closing.
- If you are renting you will need to contact the landlord or their management company to obtain keys.
- Resident homeowners should reach out to their HOA secretary if you did not receive keys. There will be a charge of \$25 for a replacement key if one is lost or missing.

### **Pet Owners:**

- We love having pets in the community. Please be respectful of your neighbors by following these rules:
  - Pick up all pet waste including in your personal yard area in the courtyards so that the landscape crew is not mowing and walking through pet waste.
  - All dogs must be on a leash and excessive barking that disturbs neighbors will result in a warning and fine. After 3 complaints the Board of Directors has the right to require that the pet be removed from Solana grounds.



- We have a considerable amount of wildlife in the area including bears, coyotes, foxes, bobcats, bald eagles, and other raptors. It is not advisable to leave cats and small dogs outdoors.
- Due to the presence of bears, as well as rodents, you must never leave food or trash outside. Rats are also attracted by bird feeders, and pumpkins left outside during Halloween, we ask that you remove and clean any debris in a timely manner.

### **Payment of HOA Assessments:**

- The Courtyards and Estate residents and Lot Owners are required to pay Quarterly Assessments, which provide the funds for upkeep of the property, clubhouse, pool, and other amenities. We have also developed a service to pay Assessment fees monthly if this will help you with your budgeting.
- **The Assessment Policy is attached in Appendix A. Please read the full policy as interest and late fees are steep and a lien may be placed on your property if dues are not paid on time.**
- **Owners of unimproved lots owe Assessments in the same amount and on the same schedule as owners of lots with a home built on the lot.**
- Quarterly Assessments are different for the Courtyards and Estates primarily due to the additional grounds keeping services provided to the Courtyards.
- Quarterly Assessments may change in amount scheduled due to any unforeseen repairs. We make every effort to budget costs so residents are not surprised by an increase in Assessments, but at times a special Assessment is unavoidable.

### **Late Payment of HOA Assessments:**

- Recently we have been experiencing a significant increase in Assessments being paid late. This creates more work for our accountant and a potential increase in assessments as he needs to spend more time contacting the delinquent owners and collecting the delinquent Assessment.
- While most residents pay on time even if we have one owner who fails to pay their Assessments, or a portion of their Assessments, we do not have the funds to pay our bills related to the community.

- Strategies to avoid paying your HOA assessment late will be found in Appendix A.

### **Grounds keeping:**

- Ground keeping services are provided to Courtyard residents with the exception of maintaining flower beds around their home. Irrigation is provided to the Courtyards but not the Estates.
- Grounds keeping maintains all public areas, parkways, and open spaces.
- Residents in the Estates are required to maintain their own properties and must have their building and landscaping plans approved by the Architectural Control Committee.
- Lot owners in the Estates who have **not yet built a home** are required to keep their lot free of debris and weeds. Lots must be cleared twice yearly, and the schedule will be provided to you at the start of the calendar year. Any lot which is not mowed within the specified time will have it completed by our landscaping service and charged to the lot owner, in addition to penalty fees.

### **Facilities Manager**

It is important to recognize that our Facilities Manager works at the direction of the Community Board of Directors. If anyone has concerns regarding his/her work, they must communicate with the Community Board members and not the Facilities Manager directly. The Community Board will discuss the issue with the home or lot owner and will take the concerns under advisement. However, the Community Board will make their own determination about the issue, which may or may not be the same as the complainant's point of view.



## APPENDICES

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### Appendix A Assessments Policy

1. Assessments are to be paid in Quarterly Installments (unless you have opted for a monthly payment process as described below).
2. All assessments are due on or before the first day of the Quarter.
  - a. Q1 – January 1<sup>st</sup>
  - b. Q2 – April 1<sup>st</sup>
  - c. Q3 – July 1<sup>st</sup>
  - d. Q4 – October 1<sup>st</sup>
3. The Assessment statements will be sent out by the 10<sup>th</sup> day of the month before the assessment is due. Lot owners that have not received their assessment statement by the dates below should contact their Association Treasurer and request that the statement be sent again.
  - a. Q1 – December 20<sup>th</sup>
  - b. Q2 – March 20<sup>th</sup>
  - c. Q3 – June 20<sup>th</sup>
  - d. Q4 – September 20<sup>th</sup>
4. Date and time of payment will be determined by:
  - a. Postmark date/time for payments that are mailed via USPS.
  - b. The date on the check sent by financial institutions through the USPS mail, as they normally do not have a postmark.
  - c. Date and time of delivery for payments transported via a courier service such as FedEx, UPS, DHL, etc.
  - d. Date and time stamp on electronic payments such as ACH transfers (electronic checks) and Debit or Credit card charges processed via the AppFolio Portal.
5. Any Assessment payment not received within 10 days of the due date (close of Business on the 11<sup>th</sup> of the month) shall accrue interest at the rate of 12% per annum, starting on the due date and ending on the date full payment is received.
6. Any Assessment payment not received within 10 days of the due date (Close of Business on the 11<sup>th</sup> of the month) will also be charged a Late Fee of 10% of the assessment. An additional 15% Late Fee shall be charged if

the Assessment is not paid in full by the Close of Business on the last Business Day of the month the Assessment is due.

7. If the 10<sup>th</sup> or 11<sup>th</sup> day of the month, or the last day of the month, is on a weekend or holiday, the Late Fee will be charged at the close of Business on the next Business Day.
8. Normal Business Days/Hours are Monday through Friday 8AM – 5PM Pacific Time.
9. In accordance with the CC&R's a "Certificate of Assessment and Claim of Lien" will be filed with the County Auditor when a Lot owner is delinquent for 2 quarters. In accordance with the CC&R's any and all costs and fees incurred by filing or removing the "Certificate of Assessment and Claim of Lien" are to be paid by the lot owner in addition to the past due assessments, Late Fees, and Interest. The "Certificate of Assessment and Claim of Lien" is a notification to title companies that they are to collect the funds owed to the HOA as part of the escrow process at the time of sale.
10. If extenuating circumstances prevent the timely payment of assessments, contact your Association Treasurer as soon as you realize that your payment will be late. The Board of Directors reserves the right to wave late fees, interest, or other penalties provided herein based on a showing of extenuating circumstances that, in the judgment of the Board, justify such waiver.
11. Partial payments are only acceptable if **the full amount of the Assessment is paid on or before the due date**. Partial payments that are not fully paid on or before the due date will be considered delinquent, interest on the unpaid portion will start accruing on the due date, and a late fee of 25% of the full assessment will be added on the due date.
12. Severability: The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
13. Construction: The provisions of these Rules shall be liberally construed to effectuate its purpose of contributing to the orderly collection of lawful assessments.
14. Effective Date. July 6, 2022

## How to set up monthly payments instead of quarterly:

- **Purpose:** This process is designed to provide a process to **pre-pay** Solana Associations Assessments by allowing monthly payments instead of Quarterly payments, in a manner that does not increase the workload for our Property Manager and his corresponding charges for managing our financial affairs.
- **Who may participate:** All Solana Associations property owners that are **fully paid-up** at the time they start making monthly payments.
- **Process:**
  - This process will essentially allow property owners to pay quarterly assessments in advance.
  - The Quarterly assessment amount will be divided by 3 to arrive at a monthly payment amount. This amount **must be paid via the on-line AppFolio Portal** on or before the 28<sup>th</sup> day of the month – this is to ensure there is no increase in workload for the Property Manager as payments through the Portal are electronically applied to the property owner’s account with no action required of the Property Manager.
  - The amount of the December 28 payment each year will be different than all previous monthly payments for the current fiscal year, as payments in October, November, and December will be for the First Quarter of the following fiscal year. A budget for the next fiscal year must be approved and ratified before the amount of the monthly payments for the next fiscal year are known. Current plans are to have future budgets approved and ratified before the 8<sup>th</sup> of December each year. The monthly payments for October and November will be the same as for the current fiscal year and the December payment will be changed. Participating property owners will be notified of the change at the time of budget ratification, of the amount to cover the difference between the current fiscal year quarterly assessments and the next fiscal year quarterly assessment, so that the first quarter of the next fiscal year will be fully funded. See the example in paragraph 4 below.
  - The Property Manager **will NOT send monthly statements or reminders** to participating property owners. The best payment strategy is to set

- the monthly payment to be a fixed amount paid automatically on the 28<sup>th</sup> of the month in the AppFolio Portal. This way participating property owners will only have to make changes in December each year. One change to the amount to be paid in December and then the new amount to be paid in January.
- The Property Manager will continue to send statements to ALL property owners on a quarterly basis showing the status of their account. All relevant penalties and interest charges will be based on the payment dates for the Quarterly Payment, as this process allows the monthly payment to pre-pay the quarterly assessments.
  - Property owners can join the process at the beginning of any quarter provided they are fully paid-up at that time.
  - Example:
    - A Courtyards property owner has paid the Q1 FY23 Assessment of \$726.66 on or before the due date of 1 Jan 2023.
      - This property owner decides to participate in the monthly payment plan and pre-pay the Q2 FY23 Assessment by paying \$242.22 on or before January 28, 2023, February 28<sup>th</sup> 2023, and March 28<sup>th</sup> 2023.
      - The Q3 2023 Assessment would be pre-paid by paying \$242.22 on or before April 28<sup>th</sup> 2023, May 28<sup>th</sup> 2023, and June 28<sup>th</sup> 2023. The Q4 2023 Assessment would be pre-paid by paying \$242.22 on or before July 28<sup>th</sup> 2023, August 28<sup>th</sup> 2023, and September 28<sup>th</sup> 2023.
      - Assuming, for the purpose of this example that the Q1 FY2024 Assessment changes to \$756.55, the Q1 2024 Assessment would be pre-paid by paying \$242.22 on or before October 28<sup>th</sup>, 2023, and November 28<sup>th</sup> 2023. The Participating property owners will be told that the increase in Quarterly Assessments for FY24 will increase to \$756.66 per Quarter around the 8<sup>th</sup> of December 2023 when the budget is ratified and that the December 28<sup>th</sup> 2023 monthly payment will be \$272.22.

- During the rest of 2024 the monthly payments would be \$252.22 until December 2024 when the payment will change to the amount required to prepay the Q1 FY 2025 Assessment.
- The same process will apply to an Estates Property Owner, the only change would be the monthly amount for FY23 would be \$123.20.
- Note that rounding errors will occur because not all numbers are evenly divisible by 3. The amount of the payment will be rounded, up or down, to the nearest whole cent and the rounding error will be ignored.

### **Strategies to avoid paying HOA Assessments late:**

- Some strategies you could use to ensure timely payment are:
  - Sign up for BillPay at your bank and have them send the payment to our Accountant. (This is the easiest way to never miss a timely payment).
  - Sign up for monthly payments instead of quarterly.
  - If you are comfortable with working on a computer, ask our Accountant to send you an “Activation Request” for the AppFolio Portal. This is a great solution with several options. His contact information is (360) 678-1329 or [dpendergraft@hotmail.com](mailto:dpendergraft@hotmail.com). The Portal features you can take advantage of are:
    - You can set up the Portal on a PC, Apple computer, Windows tablet, iPad, iPhone, or Android phone
    - The Portal can notify you when your statement is available, so that you are aware of your assessment statement in a timely manner with no delay due to the USPS delivery time
    - You can update your contact information as required
    - You can review your financial account any time you wish
    - You can make one-time payments using the Portal (eChecks are free, Credit and Debit cards are accepted, but are fee based to cover the bank charges for processing the transaction)
    - You can set up an AutoPay through the Portal that will pay your assessment on time (eChecks are free, Credit and Debit cards are accepted, but are fee based to cover the bank charges for processing the transaction). With AutoPay, you will never have to manually adjust the

amount of your payment. Any changes in assessments will be implemented automatically.

- Add the dates in the attached policy to your To-Do list, and/or calendar to remind you to confirm receipt of your statement, so that you can pay in a timely manner. This can work but only if you are diligent in following up, so we recommend solutions #1 or #2 on this.

## Appendix B

### Solana Community Association Board of Directors Rules for Use and Conduct of the Solana Clubhouse and Pool Facilities Approved 11/14/2024

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In accordance with Section 5.3, Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Solana Community Association (CC&Rs), the Solana Community Board of Directors has the authority to establish rules of conduct and use for the Solana clubhouse, pool, and other community facilities in Solana. The following are rules of conduct and use for the Solana clubhouse and pool area, as adopted at the November 14, 2024 meeting of the Board of Directors.

#### Definitions:

- “Resident” will be used to refer to all association lot owners, homeowners, landlords, and renters.
- “Guest” is defined as anyone who does not live in your household even if they are related to you such as an adult child or grandchildren. If you have a house sitter that is living in your home while you are away, they will be considered the sponsoring resident and must abide by all the rules.

#### A. Pool and Spa Area Use:

1. Use of the pool and spa area is limited to Solana Community Association residents who are in good standing, which includes but is not limited to being current on their HOA dues, and their family members and guests. **The Solana resident must be present at all times. It is not enough for the resident to be at home when they have guests using the pool area. Failure to adhere to this rule will result in suspension of pool privileges.** (9/2024)
2. Each household will receive a specific code for the pool fence gates. **Sharing this code with any other resident or individual will result in suspension of pool privileges.** Prior to receiving the code, the adult members of that household will be required to go through training on how to properly use the equipment and attest to that in writing.
3. There is no lifeguard on duty for the pool and spa facilities. Any use of the pool and spa area by minors requires compliance with the age-applicable requirements stated in Sections 25 and 26, below. **Any incidents of use by unsupervised minors may be grounds for revocation of the right to use the facility.**



- 4.** Use of the pool shall be limited to no more than sixty-four (64) bathers, and use of the spa pool shall be limited to no more than five (5) bathers, at any given time (WAC 246-260-041(10) and 051(3)).
- 5.** Pool gates must be kept closed at all times.
- 6.** No pets are allowed in the pool area.
- 7.** No running, diving or horseplay is allowed in the pool area.
- 8.** No glass containers of any kind are allowed in the pool area.
- 9.** No food or drink of any kind is allowed in the pool itself.
- 10.** The consumption of alcohol or recreational drugs of any kind, whether legally obtained or not, is strictly prohibited from using the pool and spa facilities.
- 11.** If a pool user is the last one to leave, it is their responsibility to close the pool cover. Please take care not to over-wind the coiling mechanism.
- 12.** Users of the pool facility shall avoid obstructions to other users of the facility, such as excessive toys, during use and ensure the facility is clean after use.
- 13.** If you open a pool deck umbrella, close it before you leave.
- 14.** Pool and spa hours and availability are subject to change due to weather and pool repairs. The hours will be posted on the gates of the pool. If there is an unexpected closure due to repairs a notice will be sent out to alert people to the problem.
- 15.** Noise must be kept to a reasonable level to observe the rights of the area residents to peace and quiet. Loud music and excessive yelling or screaming is prohibited anytime in the pool area.
- 16.** Use of the pool and spa area is done so with the clear understanding that the user does so at their own risk. All users agree to indemnity and hold harmless the Solana Community Associations, its Board of Directors, officers or any affiliated thereof, from liability for any injury or harm sustained by use of the pool and spa or any furnishings thereof.
- 17.** No smoking or vaping is allowed in the pool and spa area.
- 18.** Any person with a communicable disease or anyone who has been ill with vomiting or diarrhea within the last two weeks is prohibited from using the pool and spa.
- 19.** A cleansing shower is required before entering the pool. Shower facilities are located within the Clubhouse bathrooms, as well as an outdoor shower poolside.
- 20.** Protective covering is required for anyone wearing diapers to prevent contamination.
- 21.** Diapers must be changed away from the Pool and Clubhouse facilities, or at the designated diaper change area located in the men's bathroom in the Clubhouse.
- 22.** Anyone refusing to obey the pool and Spa Facility Rules is subject to removal from the premises and suspension of facility access privileges.

23. A telephone for emergency use only is located at the front desk in the Clubhouse. A First Aid kit is available on the wall of the pool house next to the Spa controls. An additional First Aid kit is located at the front desk in the Clubhouse.
24. Any person with seizure, heart or circulatory problems should swim with a buddy.
25. **No one under the age of 18 may use the pool without a responsible adult present.**
26. **Children under the age of six (6) should not use the spa pool.**
27. Persons suffering from heart disease, diabetes, or high blood pressure should consult a physician before using the spa pool.
28. Women who are or might be pregnant should seek a physician's advice regarding using the spa pool.
29. Use of the spa pool should be limited to no more than fifteen (15) minutes at any one session.
30. All Residents of the Solana Community Association (including renters) are required to comply with the Rules for Use and Conduct of the Solana Clubhouse and Pool facilities, and CC&Rs. Each Owner shall be responsible any violations or damage occurring under their control, whether by their own conduct or the conduct of their family, guests, invitees or renters of their home.

#### **B. Clubhouse Premises Use:**

1. Use of the Clubhouse premises shall be limited to Solana Community Association residents in good standing, which includes but is not limited to being current on their HOA dues, their family and guests. **The Resident must be present at all times during a clubhouse event.** (9/2024)
2. No smoking, vaping, or use of recreational drugs, whether legal obtained or not, is allowed in the clubhouse or on clubhouse premises including patios and the parking lot area.
3. Excessive noise is prohibited anytime within or on the clubhouse premises. If private events become unruly or otherwise result in excessive noise the police will be called.
4. No pets are allowed in the clubhouse.
5. A Clubhouse key is supplied by the home/lot seller to the new owner. There will be a charge of \$25 for a replacement key if one is lost or missing. (3/2024)
6. We do not have a regular cleaning service thus users of the clubhouse premises will be required to return the clubhouse to its **pre-event** condition. Cleaning the clubhouse includes but is not limited to sweeping and vacuuming floors, cleaning the kitchen wiping down the bathrooms, removing all trash (including from kitchen, bathroom and

mud room), locking all doors and turning off lights. There is a cleaning checklist that needs to be completed at the end of each event attesting to the fact that each task has been done. The resident must sign off on the form. If the clubhouse **was not** cleaned as required, the resident will have a choice to clean it themselves or hire a cleaning service. If the Association must clean the facility or if professional deep cleaning is required, this will be charged to the resident along with a fine.

7. All doors should be locked after hours; oven, burners, fireplace gas and lights should be turned off.
8. The clubhouse is generally open to informal use of the facilities or fitness room by individuals or small groups for a short duration. A clubhouse reservation is required to use the facilities for larger groups or for longer periods of time.
9. Only adult Solana Community Association owners or residents can make a reservation.
10. There is no fee for a Solana Community Association owner or resident to reserve the clubhouse.
11. Reservations for use of the clubhouse for more than two consecutive days shall be made no less than six (6) weeks prior to the start date of the event.
12. Reservations for use of the clubhouse may be made online at [https://westernskymanagement.appfolio.com/connect/users/sign\\_in](https://westernskymanagement.appfolio.com/connect/users/sign_in). Log into your Resident Portal and click on **Calendar**. If the date you wish to reserve is available, go back to the main menu and click on **Amenities**. Then click on **Reserve** at the bottom of the new page and enter the reservation information you are prompted for. You will receive a notification of approval within 48 hours.
13. Clubhouse reservations are limited to personal gatherings such as family, friends, clubs, groups, volunteer organizations, etc. The clubhouse is not to be used for commercial or business gatherings.
14. Clubhouse reservation hours are limited to 8:00 am to 10:00 pm.
15. Regardless of reservations, the fitness room and pool and spa area are available to Solana Community Association owners and residents. The clubhouse facility has a maximum occupancy of 92 people. At no point is any event allowed to exceed this number of people.
16. A First Aid kit is available in the reception area of the clubhouse.
17. During events, adequate parking must be maintained in front of the clubhouse for mail pickup and membership use of the premises. Reserved spaces are clearly marked for this use. The spill-over parking lot is located across Solana Parkway from the clubhouse and should be used as needed to ensure access for residents; and is mandatory for larger or multiple-day events, except for those with limited mobility.

18. Any damages sustained by the clubhouse premises, or any furnishings therein, during event use or incidental use by association members, shall be the financial responsibility of the corresponding member. Failure to cover such charges when due, shall result in said charges being assigned to the owner's account and shall be considered an assessment of the owner's property, subject to all applicable standards and procedures set forth in the CC&Rs.
19. Use of the clubhouse and exercise room is done with the clear understanding that the user does so at their own risk. The Solana Community Association makes no warranty as to the proper use or safety of the equipment present in the exercise room. All users agree to indemnify and hold harmless the Solana Community Association, its Board of Directors, officers, or any affiliates thereof, from liability for any injury or harm sustained by use of the facility or any furnishings therein.
20. All members of the Solana Community Association are required to comply with the Rules for Use and Conduct of the Solana Clubhouse and Pool facilities (Rules) and CC&Rs. Each Owner shall be responsible for any violations or damage occurring under their control, whether by their own conduct or the conduct of their guest, invitees or renters.

**C. Enforcement:**

1. All members of the Solana Community Association are required to comply with the Rules for Use and Conduct of the Solana Clubhouse and Pool facilities (Rules) and CC&Rs. Each Owner shall be responsible for any violations or damage occurring under their control, whether by their own conduct or the conduct of their guest, invitees or renters. Violations or damages may be subject to the following, depending on the severity of the violation or damages:
  - a. **Suspension of Privileges.** Subject to the hearing procedures described below, membership privileges for use of the clubhouse, pool facilities or both, of an owner, renter or resident may be suspended for the duration of the violation.
  - b. **Monetary Penalties.** Subject to the hearing procedures described below, violations of the Rules or CC&Rs may result in fines and other fees against an Owner, based on the severity of a violation or failure to abide by a suspension of privileges as described herein. Such fines shall constitute a special assessment against the Owner in accordance with Section 6.2 of the CC&Rs and are due within one (1) month of the issuance of the ruling. Fines shall be established in accordance with section **D** below.

**c. Judicial Enforcement.** Where the Board is unsuccessful at obtaining compliance or abatement of a violation through other means specified herein, the Board may take legal action for damages and/or injunctive relief on behalf of the Association.

**2. Hearing Procedures.** The levying of fines and/or suspension of privileges shall be subject to the following notice and opportunity to be heard procedures:

**a. Warning Notice. Except** as provided in Section B.4, **or** where health and/or safety of persons or property are at risk, a written warning shall be issued. The warning notice shall state the nature of the alleged violation, the remediation required to abate the violation and notice that failure to abate the violation could result in enforcement actions.

**b. Notice of Violation.** Notice of violation shall be given by mail to the most recent address of the alleged violator as shown in the Association's records. The notice shall describe the nature of the alleged violation; the proposed penalty; a statement that the alleged violator shall have ten (10) days to present a written request for a hearing before the Board, and a statement that the proposed penalty will be imposed unless a hearing is requested in writing within ten (10) days of the notice. The notice shall also include the appropriate contact address for submitting a response.

**c.** If a timely request for hearing is not made, the penalty stated in the notice shall be imposed.

**d.** If requested, a hearing shall be held before the Board within one (1) month of receipt of a request for hearing. The alleged violator shall be given an opportunity to be heard, personally or by a representative, to give testimony orally in writing or both, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The hearing shall be held in executive session if so requested by the alleged violator. The Board shall give written notice of its decision by mail within fifteen (15) days, which notice shall specify the rules(s) violated and the penalty imposed, if any.

**e.** The imposition of any fine or penalty authorized herein is at the discretion of the Board.

**3.** If the Board, on behalf of the Association, is required to take legal action to enforce the rules against an Owner, any incurred legal expenses for either party

shall be allocated in accordance with Section 7.1.2, CC&Rs.

**D. FEE SCHEDULE FOR THE SOLANA COMMUNITY ASSOCIATION (October 30, 2018)**

In accordance with Sections 5.2.3, 6.1 and 6.2, CC&Rs, the Board is authorized to establish a Fee Schedule for, among other purposes, to levy fines for violations of the Plat, the CC&Rs, or other Rules and Regulations as adopted by the Board from time to time. Pursuant to this authority, the following fees are hereby established by the Board:

|  |                         |
|--|-------------------------|
| Violation of Plat, CC&Rs or Rules – First Offense                      | \$50                    |
| Violation of Plat, CC&Rs or Rules – Second Offense*                    | \$150                   |
| Violation of Plat, CC&Rs or Rules – Third Offense*                     | \$500                   |
| Late Fee for enforcement penalties 30-days past due (assessed monthly) | \$30                    |
| Attorney’s, Filing and other fees accrued                              | As accrued              |
| Costs of remediating structural or aesthetic damages                   | As billed by contractor |

\*Applicable only to subsequent occurrences of the same or similar offense.

In accordance with Section 6.2, CC&Rs, any fine levied on a Member in accordance with these Rules, is an assessment to the Member’s Lot and is a Lien on the property as set forth in Section 6.1, CC&Rs. Penalties that are delinquent for sixty (60) days or more are subject to the filing of a Notice of Lien and shall include any expenses related thereto.

**E. Miscellaneous**

- 1. Severability.** The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 2. Construction.** The provisions of these Rules shall be liberally construed to effectuate its purpose of contributing to the appropriate use and conduct within the Solana Clubhouse premises and Pool facilities.
- 3. Captions.** Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
- 4. Effective Date.** The Rules shall take effect upon adoption by the Board.
- 5. Incorporation by Reference.** Article 8, *Limitation of Liability*, CC&Rs is hereby incorporated into this document by this reference.

