

# *The Estates*

## Condominium Owners Association

### Association Rules and Regulations

As authorized by Article 3.5(f) of the Association's CC&Rs

Revised July 24, 2019

The Estates Condominium Owners Association is a planned community comprised of 300 condominium homes in 5 buildings, spread over several acres of land. It is one of the few communities in the area to have extensive amenities including swimming pool, Jacuzzi, sauna, tennis courts, clubhouse and gymnasium. All of this amidst park-like landscaping and aquascaping.

Due to the shared multi-dwelling lifestyle of our condominium community, we inherit the responsibility to govern our actions under various Federal, State, and local governmental guidelines and Laws, such as the Corporations Code, Civil Codes, fair housing laws, age discrimination regulations, California Real Estate Law, County Health and Safety Codes, Covenants, Conditions and Restrictions (CC&Rs), By-Laws and Articles of Incorporation.

Accordingly, the Board of Directors is obligated to provide guidelines, adopt reasonable rules for the daily conduct of owners, tenants and guests within The Estates Community.

Each homeowner is to abide by these rules. To protect all homeowners, those who break the rules may be subject to a loss of privileges and/or fines.

Please maintain your copy of the Association Rules where you can access them readily. We hope that the revised Association Rules will ensure that all residents live in harmony and receive the full enjoyment and equity of their homes.

Sincerely,

Board of Directors

THE ESTATES CONDOMINIUM OWNERS ASSOCIATION

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#### DEFINITIONS

COMMON AREA - "Common Area" includes the entire recreation area, green belt, walkways, garages, corridors, stairwells, elevators, foyers, laundry rooms, streets and roads.

MINOR PERSON- A minor person is anyone who is under 14 years of age.

ADULT - An adult is anyone who is 18 years of age or older.

The following revised Association Rules were adopted by the Board of Directors of the Condominium Owners Association. They reflect the conditions set out in the Covenants, Conditions and Restrictions (CC&R's), the By-Laws, as well as a common-sense approach to living in a condominium complex. Enforcement and observance of the Association Rules is not limited to the Board of Directors, staff and security personnel. All residents share responsibility for understanding, upholding and observing the following Association Rules. The CC&R's and Bylaws should also be read carefully.

Each homeowner signs an agreement stating that they have received a copy of these documents as part of the escrow. Please READ THESE IMPORTANT DOCUMENTS, which along with various local, state and federal laws govern the Homeowners Association at The Estates Condominium Owners Association. Additional copies can be obtained from Horizon Management Company or the onsite office. It is the responsibility of the owner to assure that any tenant is provided a copy of the CC&R's and these Association Rules.

#### I. PRIVACY

- A. NOISE - Because we live in condominiums with common walls, floors, ceilings, hallways and outdoor areas, a serious infringement on privacy is noise. The following rules and guidelines are established:
1. Refrain from making any noise at any time that will disturb others. Disturbances that must be avoided include, but are not limited to:
    - a. Loud stereos and television. Speakers must be insulated from the floors and located away from the walls. The volume must not be audible outside the confines of the unit.
    - b. Loud conversations - especially in hallways, on walkways, on balconies and in the recreation, areas should be avoided.
    - c. Loud noise due to hard-soled shoes on uncarpeted areas within the home and unnecessary banging of cabinet doors.
    - d. Between 10 p.m. and 8:00 a.m., no noise beyond the individual home should be audible. Sliding glass doors should be kept closed during these

hours and during large gatherings in the home to minimize noise. This also includes: noisy closing of doors, usage of dishwashers, garbage disposals and vacuums. Home construction is not permitted from 5:00 p.m. to 9:00 p.m. Monday through Saturday and not permitted on Sundays.

- e. Worn water faucet washers shall be replaced so that the plumbing will not chatter and squeal. Felt tabs should be installed to keep cabinet door noise to a minimum.

## B. SMOKE & NOXIOUS FUMES

1. Barbecues on balconies must not create excessive smoke or other noxious and/or toxic fumes.
2. Residents are permitted to cook with gas or electric barbeque units; cooking with charcoal is not permitted.
3. Should excessive smoke occur while barbecuing, as a courtesy to your neighbors, turn on a portable fan, pointed away from your home to dispel smoke and help keep it from entering your home and your neighbors'. Keeping barbecues clean will reduce smoke.
4. The Association prohibits tobacco smoking in the Recreation room, elevators (which is not permitted by law), laundry rooms, hallways and exterior stairways and garages.

## C. BALCONY CARE

1. No smoking by owners or tenants is allowed on the balconies. (All smoking rules are in another section)
2. Use of the balcony for long term storage purposes is NOT permissible. This includes, but is not limited to items such as storage cabinets, storage boxes, permanent shelving, refrigerators, couches, furniture not intended for outdoor use, clothes storage, etc. All items on balconies must be temporary, moveable and kept in reasonable condition such that the view from the Common Area does not detract from the general decor.
3. Trash, dead plants, leaves and other debris must not be thrown or swept over the edge of any balcony.
4. Upper floor balconies must not be doused with water that might drip over the balcony without the verbal approval of the home(s) below.
5. When watering plants on upper floor balconies, water must NOT be allowed to drip onto balconies below. Use saucers or drip pans.
6. No hanging towels, clothing, dead or uncared for plants, house furniture or other unsightly materials or constructions shall be kept on balconies.
7. Installation of sun shades or lighting fixtures on balconies must have prior written Board approval and must be of good exterior quality and must be properly maintained.
8. Placement of any covering on the decking surface must be approved in writing by the Board of Directors.
9. New deck surfaces are installed periodically. The warranty for the decks is for a period of 10 to 15 years, with the following exclusions:
  - a. Damage from abuse
  - b. Discoloration or damage due to improper cleaning or lack of maintenance.
  - c. Damage caused by potted plants or other heavy objects.
  - d. Damage caused by carpeting or other materials applied over the original

coating.

D. SOLICITORS

Door-to-door soliciting is not allowed unless sanctioned by the Board of Directors. Reporting of solicitations should be made to the on-site office, security guard or management company.

## II. PETS (Revised January 25, 2012)

### A. ALLOWABLE PETS

1. Homeowners and tenants with homeowner's permission only, may have a maximum of two pets, only one of which may be a dog. One or both pets may be domesticated cats.
2. Exotic cats and other wild animals such as raccoons, squirrels, opossums and snakes are prohibited. Farm animals such as chickens or other poultry, goats, pigs, pot belly pigs and sheep are prohibited. Caged birds are permitted, provided they are kept quiet and within the noise boundaries for other animals.
3. No resident may have two dogs in any unit. All pets must be spayed or neutered by six months of age. Proof of spaying or neutering must be provided to The Estates Office.

### B. REGISTRATION OF DOGS

1. Every dog must be registered at The Estates Office in the Recreation Room within five (5) days of arrival at The Estates.
2. Failure or refusal to timely register dogs as set forth herein shall result in a \$300 fine per each five-day period of non-registration, until the dog is registered.
3. Tenants must provide written permission by the unit owner to keep a dog in the unit.
4. All dogs must be currently licensed and vaccinated and proof shall be provided by owners upon request.

### C. WEIGHT AND BREED PROHIBITIONS

Dogs over thirty (30) pounds in weight are prohibited, with the exception of certified service dogs. The following dog breeds are prohibited, with the exception of certified service dogs (certified service dogs do not include companion dogs, which companion dogs are subject to these prohibitions): Akita Inu, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, American White Shepherd, Anatolian Shepherd, Belgian Malinois, Borzoi, Boxer, Bullmastiff, Bull Terrier, Ca De Bou, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentina, Dogue De Bordeaux, English Mastiff, Estrella Mountain Dog, Fila Brasileiro, German Shepherd, Great Dane, Great Pyrenees, Irish Wolf Hound, Kangal, Komondor, Leonberger, Neapolitan Mastiff, New Foundland, Otterhound, Presa Canario, Rottweiler, Saint Bernard, Scottish Deer Hound, Shar Pei, Shiba Inu, Siberian Husky, South African Boerboel, Spanish Mastiff, Staffordshire Bull Terrier, Tosa Inu, and Wolf Hybrid. This list of prohibited breeds may be augmented or supplemented from time to time at the discretion of the Board of Directors.

### D. OUTDOOR PET AREAS

1. Pets in transit are to be carried, restrained by a 6-foot leash, or placed in an animal carrier.
2. Pets may be exercised on the perimeter road of the property or on the fire road only. No pets are allowed on the interior green belt, in the pool area or in the Recreation Room, except for registration purposes.
3. Cats are not allowed outdoors except on a leash or in a carrier.

### E. PET WASTE DISPOSAL

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in underground parking trash bins only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged. All pet waste is to be cleaned up, including pet waste in ivy, on perimeter road, and around and behind carports.

F. PET LAUNDRY

Pet laundry is to be taken to an offsite Laundromat. No pet laundry is to be done in The Estates laundry rooms, including horse laundry.

G. DAMAGE CAUSED BY PETS

Pet care givers are financially responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full financial responsibility of the pet owner.

H. NUISANCE

1. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
2. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to the following:
  - a. Pets whose unruly behavior causes personal injury or property damage.
  - b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more, to the disturbance of any person at any time of day or night.
  - c. Pets in common areas that are not under the complete physical control of a responsible human.
  - d. Pets who relieve themselves on walls or floors of common areas.
  - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
  - f. Pets who are conspicuously unclean or parasite infested.

I. FERAL CAT COLONIES

Feeding and caring for feral cat colonies is prohibited.

J. PET VISITORS

Residents are responsible for the pets of guests who visit their unit. Such pets are subject to the same restrictions and requirements as resident pets. No pets of guests can stay overnight, and pet-sitting onsite is prohibited.

K. INDEMNIFICATION OF HOA

Pet caregivers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).

L. PET COMPLAINTS

1. Any resident or personnel observing an infraction of any of these rules shall attempt to obtain a witness to such infraction. Any complaint must be in writing and presented to the Board of Directors.
2. The Board shall investigate such written complaint and, if in agreement, the Board shall give written notice of the violation and the matter will be set for a

hearing. At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.

3. The Board of Directors may at any time require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet caregiver will have ten (10) days to remove the pet from the premises.
4. The Board of Directors also has the authority to assess and collect fines for violations of rules pertaining to pets, and to assess and collect amounts necessary to repair or replace damaged areas or objects.

M. VIOLATIONS AND FINES

1. Please see PENALTY SCHEDULE in this document.
2. Fines shall be paid with the next due homeowners fees. Failure or refusal to pay fines shall be subject to collection procedures, and failure or refusal to pay fines may subject the homeowner to permanent removal of the pet.
3. In the event of violation of pet rules by a tenant, the unit owner shall be responsible for the payment of fines.



### III. STORAGE ROOMS

- A. All items in storage must be packed in boxes of a size to be judged reasonable by the Board, and clearly marked with the resident's name, address and phone number, and are to be stored in a neat, orderly manner. The Board will approve the amount to be stored and any exceptions will be authorized in writing. No bikes, furniture, large Christmas items, bathroom fixtures and kitchen fixtures; only boxes within reason can be stored as there is limited space to store items in the rooms.
- B. Only items belonging to residents may be stored.
- C. No flammable liquids, biological materials, firearms, fireworks, alcoholic beverages, or noxious materials may be stored. Storage of frequently used items is not permitted.
- D. Since the storage rooms are to be used for long-term storage only (90 days or more), access to them is as follows:
  - 1. Call for access 24 hours in advance
  - 2. Hours: 9 a.m. - 2:30 p.m. Tuesday through Thursday 9 a.m. - 12 noon on Saturdays
- E. Request for access during this time is to be made by telephone to the on-site office. Necessary information is to include building, home number, and storage room, name and telephone number. Accommodation to these times will be made as staffing permits.
- F. Assistance will NOT be provided in moving stored items.
- G. Residents' use of storage rooms is at their own risk.
- H. Every six months, unidentified items will be removed from the rooms at the Board's discretion.

#### IV. RESIDENT IDENTIFICATION

- A. New owners are provided two (2) common area keys, and one garage entry device (clicker) from the prior owner at the time of escrow. It is the previous owner's responsibility to provide these.
- B. When a home is sold, leased, or rented the owner is to provide all keys and the garage entry device to the new residents who will have exclusive rights to the common area. A maximum of two (2) common area keys and two (2) clickers will be issued per residence. Owner shall also provide tenant, names, license plate numbers, and all phone numbers to Administrative Manager prior to tenant move in. Owner shall also provide a \$100 move-in and \$100 move-out fee to the Administrative Manager.
- C. Non-resident owners relinquish all common area rights, including parking, storage and recreation facilities.
- D. Residents are required to carry their common area keys when in the common areas and upon request present them to provide proof of residency.
- E. Lost common area keys and clickers must be reported to the on-site office immediately for security reasons. (Clickers are key coded and can be removed from the system when reported lost.) Replacement cost for common area keys (\$100) and clickers (\$30) is the responsibility of the owner.
- F. Common area keys and clickers may not be loaned to non-residents.
- G. When approved by the Board, a change of common area keys and/or clickers may be required. Notification of schedule will be given to all owners.

## V. MOVE-INS AND MOVE-OUTS

### A. CHANGE IN OCCUPANCY

1. All owners must give written notice to the Board of a change in occupancy at least one (1) week prior to the change. Additionally, an Owner/Resident Information Questionnaire form must be completed and returned to the on-site office within one week. In the case of tenants, it is the responsibility of the owners to make sure that the forms are completed. The forms are available in the on-site office.
2. Residents must contact the site office 24-hours prior to the move in or out. The office staff will arrange for elevator ceiling panels to be removed and replaced.
3. Site staff will assist with recommendations on placement of moving trucks and best route for moving belongings through the property.
4. For buildings 3603 and 3605 only a 24 hours advance notice is required to unlock the fire lane gate (no Sunday service). The gate is opened from 7:00 a.m. to 3:00 p.m. and a \$100 deposit is required in advance. The deposit will be returned if no property damage has occurred and the move is completed prior to 3:00 p.m.
5. \$100.00 move-in and move-out fee.

### B. CHANGE IN OWNERSHIP

1. Escrow company is to contact Horizon Management to obtain pay-off and transfer information as well as to receive all copies of the Estates Condominium Association CC&R's, By-Laws, Association rules and Owner/Resident Information Questionnaire or obtain copies from the seller. Seller is to provide Common Area Keys, and garage entry device(s).
2. All new owners must complete The Estates Owner/Resident Information Questionnaire and submit it to the on-site office. It is the responsibility of the seller to inform the buyer of these requirements.
3. For the consideration of other occupants, recommended moving hours are between 9:00 a.m. and 6:00 p.m. weekdays. No moving shall occur between 10:00 p.m. and 8:00 a.m.
4. Elevator ceiling panels should be removed, if necessary, and replaced when move is completed. Contact the Association office in the Recreation Building for assistance.

### C. FIRE ROAD, ELEVATORS AND HALLWAYS

1. The on-site office must be notified at least twenty-four (24) hours in advance of moves requiring the opening of the gate for the fire road between 3603 and 3605 Hidden Lane. The gate may be opened during the hours of 7:30 a.m. and 3:00 p.m. Monday through Saturday. Variance in hours will be permitted as staffing allows.
2. Lower road gate cannot be opened, so larger vehicles must NOT drive past the curve in the fire road.
3. Elevators must not be "held" by the movers and shall be released when the "call button" comes on by another floor.
4. Vehicles used in the moving process must be kept on roadways and are not permitted to block roadways at any time. Wedging open the garage gates is not permitted. It may cause damage to the gate for which the mover will be liable. Moving hours are between 9:00 a.m. to 6:00 p.m. week days and 10:00 a.m. to

2:00 p.m. Saturdays and Sundays.

5. Movers are responsible and liable for any damage to buildings or other structures that they may cause. If damage does occur, notify the on site office immediately.
6. Failure to clean and/or repair damage that may have occurred to the Common Area in moving will result in a charge for cleaning/repair to the home owner. Failure to report any damage to the *Estates* staff can result in additional penalty.
7. No recreational devices (skates, skateboards, bicycles, roller blades, etc.) may be used in the buildings at any time.
8. Damage to buildings, recreation facilities, equipment or any other common area property (including landscaping) caused by the owner, his family, guests, visitors or his employees and his tenant's family, guests, visitors or employees shall be at the expense of the owner. This includes carpet cleaning fees to clean stains in the common area hallway.

## VI. ARCHITECTURE AND GROUNDS

- A. SMOKING RULES: See SMOKING POLICY in this document. SMOKING IS PROHIBITED IN ALL INTERIOR COMMON AREAS. This includes the Recreation Center, laundry rooms, corridors, interior stairwells and elevators.
- B. No obstruction of common area walkways or entrance ways is permitted.
- C. No grocery store shopping carts are permitted within the complex.
- D. No alterations, additions or painting of exteriors including balcony and parking garage walls and railings may be done without the permission of the Board.
- E. No vehicles of any kind are permitted on grass, planted areas or common walkways.
- F. Fire Road: The Fire Road is for emergency first responders and commercial vehicles only. No skating, skateboards, bikes, razor scooters, ball playing etc. are allowed on the fire road for safety reasons. Interior Pathways: Pedestrian foot traffic on designated pathways only. For your safety, stay off foliage and landscaping and out of fountains. Skating, skateboards, biking, razor scooters etc. are not allowed on pathway.
- G. Unauthorized persons are not permitted on building rooftops.
- H. No individual radio or T.V. antennas or air conditioning units/equipment with outside fixtures or attachments shall be installed on, or upon, the exterior of any home or in the common area, without completion of an Application for Architectural Modification and approval from the Board of Directors.
- I. State and local ordinances must be observed if flammable fluids are brought into the homes. They shall not be brought into the common areas without the approval of the Board.
- J. PUBLIC BULLETIN BOARDS
  1. Public bulletin boards notices should not exceed 8 1/2 x 11 inches.
  2. All notices must be dated and removed 30 days after posting.
  3. Only push pins may be used to post notices. (No posting outside the board, and tape is not permitted).
  4. Bulletin boards are for use by residents only. No commercial notices will be permitted.
  5. Posting of notices anywhere other than the bulletin boards is prohibited, unless prior approval is obtained from the Board of Directors.
- K. HARD SURFACE FLOORING REQUIREMENTS
  1. Cork underlayments of ½ inch or more are required of all hardwood floor installations. *Hush Step* products are permitted.
  2. Installation of hard surface floors in 2nd and 3rd floor units is not recommended due to noise transference.
  3. Any installation of hard surface flooring requires the concurrence of the Board of Directors.

4. All hard surface flooring on upper units must have 85% of the hard surface covered with soft goods to mitigate noise transference.
5. Coverings of lower unit may be enforced if hard surface installed in 2nd and 3rd floor units, if noise is still an issue.

L. INDIVIDUAL SATELLITE DISH ANTENNA

Legal rulings permit, within specified limits, the installation of small antenna (less than 39" in diameter) within condominiums. This will define that policy relative to these antennae within the *Estates*.

1. All homeowners must notify the Board of their intent to install and maintain a satellite dish, which cannot be larger than 39½ inches.
2. The Board will review these notifications to ensure that all proposed dishes meet FCC criteria
3. Satellite dishes placed on a balcony or patio, but not affixed to them are permitted, but must be painted in neutral colors which match the Association's color scheme or shielded from public view by plants, screens, or furniture (so long as these are otherwise permitted). Any other installation location must be approved by the Board.

M. WASHING MACHINES AND LAUNDRY ROOMS

1. The installation of washer and/or dryers within homes is prohibited because structural and plumbing design of the buildings do not support such devices.
2. As a courtesy to your neighbor, please remove clothing from washing machines and dryers promptly. Clothing left unattended in machines may be removed by other residents so they may use the machines.
3. After removing clothing from dryers always clean the lint traps.

N. CONSTRUCTION REQUIREMENTS

1. Construction hours are limited as follows:
 

Weekdays	8 AM to 5PM
Saturday	10 AM to 5PM
Sunday	Not permitted
Holidays	Not permitted
2. All contractor equipment is to be kept within the unit or on the balcony.

## VII. AUTOMOBILES - UNDERGROUND AND EXTERIOR PARKING AREAS AND DRIVEWAYS

### A. GENERAL

1. Drivers are to use caution at all times. Exiting and entering underground garages requires extra care. Use of headlights is encouraged.
2. Excessive oil, or other car drippings, etc. shall be the responsibility of the owner to clean. Use of kitty litter or drip pans should be used for maintenance. Remove kitty litter after 24hrs to prevent cats from using it as a litter box. Periodic inspections will be performed. If excessive fluids are observed, the owner shall receive notice to clean the area within 7 days. The owner is responsible for all liability until the area is cleaned. If the area is not cleaned, the Association will have the area serviced and will charge the owner.
3. No repair work by owners is permitted on vehicles. All vehicles must be operable and currently registered.
4. To keep noise levels low, blowing of vehicle horns or excessive squealing of tires is not permitted. Car alarms are to be set at a reasonable sensitivity level.
5. No house trailers, boats, boat trailers, campers, limos, commercial trucks or similar vehicles shall be parked (or stored) in any area. Exceptions may be obtained with the written approval from the Board of Directors
6. Temporarily parked commercial vehicles must be parked legally. They must not have protruding equipment.
7. Vehicles must be parked between the lines and fully within their assigned and unassigned parking spaces. Vehicles extending over the borders of the adjacent spaces or into the driveways will be ticketed by the Sheriff and/or towed away at the vehicle owner's expense.
8. SPEED LIMIT IS TEN (10) MILES PER HOUR THROUGHOUT THE COMPLEX AND FIVE (5) MPH IN GARAGES.
9. Windshields and bodies of cars are to be kept reasonably clean and free of dust as not to be an eye sore). Excessive storage of items in cars is prohibited.
10. All large boxes must be broken down and placed behind the recycle bins.
11. All large furniture items, TV's and other electrical equipment must be removed from the premises by the owner.

### B. UNASSIGNED SPACES AND GUEST PARKING

1. No car shall be parked for longer than 72 continuous hours in the same unassigned space. Cars parked longer are subject to towing at the vehicle owner's expense.
2. Designated Guest Parking Areas are for parking of guests only, not residents, and have a 12-hour parking limit. Violation may result in ticketing by the Sheriff and/or towing at the owner's expense
3. Cars parked in NO PARKING (RED EMERGENCY) ZONES, will be ticketed by the Sheriff and/or towed away at the vehicle owner's expense without notice.

### C. ASSIGNED SPACES

1. All numbered spaces, either underground or outside, have been assigned as easements to specific homes. Cars assigned to a specific space may only park in that space and not in unassigned parking.
2. Vehicles parked in assigned spaces without residents' permission will be subject

to tow-away at the residents' discretion, without notice, and at the vehicle owner's expense.

3. Outside parking spaces are for parking operable and currently registered vehicles only and are not to be used for storage.
4. Any renting or switching of owned spaces is the responsibility of the parties involved. The titled owner of the space retains all responsibility for the space.



## VIII. RECREATION

### A. GENERAL RULES FOR ALL RECREATION AREAS

1. No resident may accept payment for swimming, tennis or physical training lessons.
2. Residents and/or guests who violate any behavior or safety rules should be reported to the on-site office or the security guard. If neither are available, notify the Sheriff's department, if necessary. Within 10-days, a notice of the violation should be sent to Horizon Management. The Board will then consider proper action.
3. SMOKING IS NOT PERMITTED IN ANY RECREATION AREA.
4. Recreation Building hours are 8:00 a.m. to 11:00 p.m. Sunday through Thursday, and 8:00 a.m. to midnight Friday and Saturday.
5. Persons under fourteen (14) years of age must be accompanied by an adult with a common area key and may not be left unattended at any time. Adults may not be in the pool area and leave minor persons unsupervised inside the Rec Room. Unsupervised persons will be sent home immediately for their safety.
6. Recreation facilities are for the use of residents and their guests only; limited to four guests per home.
7. No pets allowed.

### B. GENERAL USE OF RECREATION ROOM

1. Guests: All guests present in the Recreation Room must at all times be accompanied by the hosting owner or occupant of a unit.
2. Guest Parking: Guest parking is permitted in the carports marked as "Guest Parking," located on Estates Lane, as well as unmarked curbside parking spaces on Estates Lane. The garage and numbered carport parking spaces are reserved for residents. Cars parked improperly, as in red zones, loading zones and/or reserved parking, may be towed.
3. Equipment: The Recreation Area, equipment and games must be left in clean, working order. Please promptly report broken or missing equipment to on-site management. The Recreation Areas and equipment are for use by owners, occupants, tenants and accompanied guests on a first-come-first-serve basis. Unless reserved pursuant to the Recreation Room Reservation Policy set forth in Section C, the use of any recreational equipment may not exceed one hour per residence or group of occupants if other individuals are waiting to use the equipment. No one may sit on the pool table or counter tops.
4. No Smoking: Smoking is not permitted anywhere within the Recreation Room.
5. Food and Beverages: In order to protect against damage to the pool tables, no food or drinks are permitted in the pool table areas. Food and beverages consumed in other areas of the Recreation Room must be disposed of in a proper trash receptacle. Violations may result in a clean-up fee imposed on the Owner.
6. Doors: In an effort to minimize sound transmission and to maintain security, the doors of the Recreation Room must not be propped open.
7. Attire: No wet bathing suits or dripping towels are permitted in the Recreation Room. Footwear must be worn at all times.
8. Volume: All devices and persons within the Recreation Room shall maintain a reasonable volume that does not disturb other users or occupants.
9. Conduct: Inappropriate, loud, nuisance or offensive behavior is not permitted.

Please be considerate of neighbors. All Recreation Room users must abide by the Association's Code of Conduct.

10. Damage: The Association, Board of Directors and Association employees shall not be responsible for any accident or injury to owners, occupants, their families, guests or other persons using this facility, nor for any articles lost, stolen or damaged.
11. Supervision: Persons under fourteen (14) years of age in the Recreation Room must be accompanied by an adult with a common area key. For insurance reasons, persons under 18 years of age are not permitted in the workout room unless accompanied by an adult.
12. No resident may charge fees, donations or sell tickets for Recreation Building activities.
13. Recreation Building may not be used for profit-making activities.
14. It is the responsibility of residents to see that guests abide by all applicable rules.
15. No sitting on pool tables or counter tops.
16. No misuse of any furniture.
17. No alcohol to minors.
18. Recreation Building may be reserved by residents for private parties. When reserved, the resident host must abide by the "Recreation Room Reservation Agreement". Fee and deposit apply when reserving the Recreation Building.
19. Non-Compliance: Failure to comply with this Policy and the instructions of Association personnel may result in loss of use common area privileges, fines and/or other disciplinary action. The Board of Directors and/or its management reserve the right to prohibit any engagement in the Recreation Room in violation of this Policy.

#### C. RECREATION ROOM RESERVATION PROCEDURES

1. The Recreation Room may be reserved for private use for an "Event" by an Owner or tenant of a Unit ("Host") subject to the restrictions in this Policy. As used herein, "Event" refers to private social gatherings of the Host and his/her guests in the Association's Recreation Room during reserved hours. All Events must be of a non-profit, non-business nature. Events involving excessive noise, gambling, lewd conduct, illicit drugs, consumption of alcohol by minors and/or other unlawful activity are not permitted. Any Event may be terminated for a violation of this Policy at the discretion of the Association's Board of Directors, management, security guard or other employee. Events which are open to all residents shall not be subject to the restrictions and protocol set forth in this Section C.
2. Permissible Reservation Hours:  
    Sunday – Thursday: 6:00 p.m. to 11:00 p.m.  
    Friday – Saturday: 6:00 p.m. to midnight  
    **\*\* Note:** The Recreation Room may not be reserved for major holidays or more than twice in one calendar month by the same Unit.
3. Maximum Occupancy: No more than 100 guests shall be permitted for any given Event. For Events consisting of more than 50 guests, the Host may be required to obtain security, the cost of which shall be deducted from the Host's security deposit.
4. Approval: No person shall be permitted to reserve the Recreation Room for private use without first obtaining the prior written consent or approval of the

Association's Board of Directors, manager or designated representative.

- a. Hosts must submit a completed "Estates Recreation Room Reservation Agreement" to the Association's on-site manager in order to apply for this approval. Incomplete Agreements may be rejected. Copies are available at the on-site management office.
  - b. All assessments for the unit owned/occupied by the Host must be current and paid.
  - c. If the Host is a tenant, the Owner of the unit he/she occupies must provide written consent to the Event on the Room Reservation Agreement.
  - d. **Recreation Room Reservation Agreements are to be submitted at least two (2) weeks prior to the Event, in order to be processed.** Any Agreements submitted for approval on less than (2) weeks' notice may be rejected or not processed. Reservations will be granted on a first-come first-serve basis.
  - e. If approved, the Association's management or other Association representative will return the Recreation Room Reservation policy to the Host marked as "Approved and Accepted." Any Hosts who do not obtain this express approval for an Event shall not be entitled to the reservation for that Event.
5. Hosts: The Host bears the responsibility of ensuring that all guests at his/her Event follow this Policy in a reasonable and prudent manner, including but not limited to all provisions set forth in Section I above. The Host must be at least 21 years of age. The Host must be present in the Recreation Room for the duration of the Event and must supervise his/her guests at all times. The Host shall be legally and financially responsible for all actions or omissions of their guests while on the Association's premises and shall be responsible for any and all property damage and necessary repairs or maintenance resulting from the Event. The Host shall also be required to indemnify, defend and hold the Association harmless for any claims resulting from or related to the Event and the use of the Recreation Room, as set forth in the Recreation Room Reservation Agreement.
6. Condition of Premises: The Recreation Room must be returned to its pre-existing condition immediately upon the conclusion of the Event. Any cleaning or repair expenses incurred by the Association due to an Event will be charged back to the Host and deducted from his/her security deposit. If the sum of the cleaning and/or repair expenses exceeds the amount of the security deposit, the Host is responsible for paying this excess amount, which may be added to his/her account.
7. Fees: In order to be approved, the Host must submit a user fee of \$150 to the Association in order to defray costs. This fee is non-refundable. A security deposit of \$500 is also required. The security deposit will be returned to the Host, less any cleaning or repair charges resulting from the Event. (\*This provision shall not apply to reservations for "Common Area Meeting Space" as set forth in Section D of this Policy.)
8. Conduct: Inappropriate, loud, nuisance or offensive behavior is not permitted. Please be considerate of neighbors. All Recreation Room users must abide by the Association's Code of Conduct.
9. Non-Compliance: Failure to comply with this Policy and the instructions of Association personnel may result in loss of use privileges, fines and/or other disciplinary action. The Board of Directors and/or its management reserve the

right to prohibit any engagement in the Recreation Room in violation of this Policy.

10. Board & Membership Meetings: The foregoing reservation protocol in this Section C shall not be required for Board and Membership Meetings.
11. No Use of Pool Area or Tennis Courts: Reservations for Events are limited to the Recreation Room. The Association's pool area and tennis courts may not be reserved.

#### D. COMMON AREA MEETING SPACE & NON-COMMERCIAL SOLICITATION RULES

It is the intent of the California Legislature to ensure that members and residents of the Association have the ability to exercise their rights under law to peacefully assemble and freely communicate with one another and with others with respect to common interest development living or for social, political, or educational purposes. In accordance with applicable law, the following rules have been approved and adopted by the Association's Board of Directors. (Civil Code § 4515.)

1. Common Area Meeting Space: The Recreation Room may be reserved for private use as a Common Area Meeting Space by a Host during reserved hours for purposes relating to common interest development living, association elections, legislation, matters of public interest, election to public office, or the initiative, referendum, or recall processes. Any Host utilizing the Recreation Room as a Common Area Meeting Space must comply with the provisions in Sections B and C above, but shall be exempt from having to pay a fee or deposit for the use of the Room.
2. Good Standing: Any member or resident of the Association, in Good Standing (as defined below), shall be permitted to peacefully assemble or meet with other members, residents, and their invitees or guests during the permissible operating hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.  

Eligibility: Owners and residents in "good standing" are eligible to reserve the Recreation Room. If an owner is not in good standing, his/her tenants/residents shall also be deemed not in good standing. Owners who are more than thirty (30) days delinquent in the payment of their assessments, fees or fines, or are currently in violation of the governing documents, shall be deemed to be in good standing only at such time as all assessments, fees and fines are paid, and any violations of the governing documents are cured.
3. Reservation Agreement: The Recreation Room Reservation Agreement must be completed by the Host, returned to management and approved by the Association's Board, manager or other designated representative prior to the meeting taking place. Reservation Agreements submitted for approval on less than (2) weeks' notice may be rejected or not processed.
4. No Use of Pool Area or Tennis Courts: Reservations for Common Area Meeting Space are limited to the Recreation Room. The Association's pool area and tennis courts may not be reserved.
5. Reimbursement for Cleaning Costs: Although the Host will not be required to make a security deposit or pay a fee for use of the Recreation Room as a Common Area Meeting Space, the owner or resident shall reimburse the Association for

any and all costs incurred to clean the Recreation Room.

6. First Come-First Served Basis: Reservations of the Recreation Room are made on a first-come, first-served basis, whether they are for a social gathering (Event) or as Common Area Meeting Space. If the Recreation Room has been reserved by another owner or resident on the date and time requested for use by an owner or resident under this Policy, that owner or resident must choose another, available date and time or should otherwise find another location for the meeting.
7. Solicitation: Owners shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter constituting commercial solicitation on or in any portion of the property or resident vehicles. This includes door-to-door solicitation. Notwithstanding, any owner or resident of the Association shall be permitted to engage in non-commercial solicitation to canvass and petition the Association's owners, Board of Directors, and residents for the activities described at reasonable hours and in a reasonable manner. For purposes of this Policy, "reasonable hours" shall mean between 10:00 a.m. and 8:00 p.m. and "reasonable manner" shall mean that such activity or conduct shall be conducted only Monday through Saturday, not Sunday, and not during State or Federal holidays, during said hours, and shall not create a nuisance in the community or otherwise annoy, harass, threaten or intimidate other owners, residents or their guests.
  - a. If such non-commercial solicitation is done by such owner or resident going door-to-door, the owner/resident's conduct shall be respectful and courteous. Willful or negligent activity or communication, including words, sounds, and gestures, which could be or are interpreted to be loud, obnoxious, offensive, a nuisance, an annoyance, or a threat, is strictly prohibited.
  - b. Written solicitation shall not be posted on exterior doors or mailboxes or left in the common areas. Written solicitation may be delivered by hand delivery or by mail or electronic communication.
  - c. Any owner or resident of the Association shall be permitted to distribute or circulate, without prior permission, information about common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes, or other issues of concern to members and residents at reasonable hours and in a reasonable manner, as defined above.

E. POOL AND JACUZZI

1. No life guard on duty, use at your own risk.
2. Glassware is prohibited.
3. HOURS:  
7:30 a.m. to 11:00 p.m. SUNDAY through THURSDAY  
7:30 a.m. to 12 midnight FRIDAY and SATURDAY
4. Excessive noise curfew is from 10:00 p.m. (no jumping, diving or loud noises). The security guard may close the area to use at any time for the violation of any rules.
5. Persons under 14 years of age must be accompanied by an adult with a common area key.
6. No person under 14 years of age is permitted in the Jacuzzi without an adult in the immediate Jacuzzi area. Persons-under 5 years of age and pregnant women are

- discouraged from using the Jacuzzi for both safety and health reasons.
8. Guests must be accompanied by host resident. Maximum of four (4) guests per home. Some residents have assumed each family member is permitted four guests each, but the limit is four per household. Guests may use the recreation facilities only when accompanied by a resident.
  9. No pets allowed.
  10. Only bathing suits may be worn in the pool and Jacuzzi. No cut offs or diapers. Infants are not allowed in the pool without bathing suits. Infants who are not toilet trained are not allowed in the pool or jacuzzi for health and sanitation reasons.
  11. Pool and Jacuzzi may not be reserved for private parties.
  12. No nude or semi-nude sun bathing or swimming is permitted, including infants and minor persons.
  13. Lounges and chairs may not be reserved unattended for an extended period of time.
  14. No surfboards, swim fins, Styrofoam floats or adult floatation lounges may be used in the pool. Kick-boards and inflatable equipment only, and they must be removed when leaving.
  15. No running, pushing (horseplay), dunking, or uncontrolled screaming is allowed in the pool enclosure.
  16. No diving or jumping from pool furniture, ladders, etc. No shallow water diving.
  17. No radios in pool/Jacuzzi area except with use of earphones.
  18. ALL RESIDENTS ARE REQUIRED TO HAVE COMMON AREA KEY IN THEIR POSSESSION IN THE POOL ENCLOSURE.
  19. For security and safety purposes, do not wedge open self-locking gates at pool enclosure or in the Recreation area.

F. TENNIS COURTS

1. Court hours 8:00 a.m. to 10:00 p.m. daily.
2. Tennis courts are for playing tennis ONLY.
3. Warm-up time is 10 minutes.
4. Play is limited to one set of singles or one set of doubles or 30 minutes rallying/practicing. When set is tied 6-6, winner should be decided by a 9-point tiebreaker if others are waiting for a court.
5. Guests must play with residents only.
6. Only persons wearing tennis shoes are allowed on courts. Absolutely no other shoes are allowed.
7. Wait until play has ended on the court before entering or leaving. No spectators permitted on the court when games are in progress.
8. Keep the gate locked at all times. Open it for no one.
9. Personal lessons may not exceed 30 minutes.
10. Residents may not use courts to give lessons on a money-making basis.
11. No pets are permitted on courts at any time.
12. Courts will be closed every Thursday morning at 7:00 a.m. to 9:00 a.m. for cleaning.
13. It is the responsibility of the resident to see that guests abide by these rules.
14. Residents and/or guests may be ejected from the Tennis Courts after one verbal warning due to misbehavior resulting in danger or serious annoyance to others. Such acts are to be reported to Security or the on-site office. Reports may be made

to the office at other times. If neither are available, concurrence of two residents may enforce ejection.

## IX. VIOLATIONS AND FINES (Revised January 31, 2019)

- A. It is required that anyone who wishes to report a violation should first ask the offender either to cease the activity or to take other appropriate corrective action. If the offender is cooperative and immediately complies with the CC&R's, By-Laws, and Association Rules, no further action need be taken. Otherwise, report the incident to the security guard (if available) or to the Association staff or Board of Directors. If necessary, immediate ejection of violators in the common or recreation areas are at the discretion of the person in charge.
- B. The owners ultimately bear the responsibility for:
1. The owners' own behavior of persons residing in or visiting that home.
  2. Guests visiting that home and tenants who rent that home.
  3. Payment of any and all fines incurred by the above persons in connection with the owned home.
- C. The Association's policy is to allow homeowners to attempt to work out disputes between them, as neighbors, without intervening. If necessary, however, the Association will review written complaints from homeowners regarding violations of the CC&R's, Bylaws, or Association Rules. Inappropriate behavior should be reported to the Board within 10 days after the violation. All written reports may be disclosed to the alleged violator.
- D. After a verified violation of the CC&R's, By-Laws, or Association Rules has been reported to the Board, it may then notify the owner in writing. The Board will write to the homeowner with whom the alleged offender resides or is a guest. Homeowners are responsible for the acts of their tenants and guests. This letter will include:
1. Description of the offense.
  2. Time period within which the offense must be remedied.
  3. The date and time for a possible hearing depending on the nature of the violation. At that time, the homeowner may address the Board.
  4. If the owner is unable to attend the hearing, a written response should be sent to Horizon Management before the scheduled hearing date.
  5. At the conclusion of a hearing, the Board will render its decision and will notify the homeowner in writing of that decision within 30 days. The judgment of the Board is final.
  6. The Board of Directors shall have the right to impose the following fines if deemed necessary (See "PETS" in this document for pet violations).
- E. PENALTY SCHEDULE (This applies to pet violations as well.)
1. First violation .....Warning or Fine Up to \$300.
  2. Second violation (Same Offense).....\$50 to \$300.
  3. Third violation (Same Offense)..... \$100 to \$300.
  4. Additional Violations (Same Offense).....Up to \$400.
  5. Safety Violation.....Warning or Fine Up to \$500.
  6. Continuing Violations...Daily Fines Until the Violation is remedied.
  7. Damage to the Common Area by owners or tenants may result in an assessment for the cost of repairs.
  8. Suspension.....Common Area Privileges may also be suspended.



9. An assessment may be levied to reimburse HOA expenses.
  10. If the violation remains unresolved, the Board may take legal action in court to seek injunctive relief.
- 
- F. At the conclusion of a hearing, the Board will make a decision and will notify the homeowner in writing of the decision within 30 days. The judgement of the Board is FINAL.
  - G. Violations of these Association Rules and/or damage by tenants may result in fines and costs of repairs levied against the homeowners.
  - H. Violations due to vandalism, violence, safety hazard, or animal or human urination or defecation in the interior common areas will result in a fine of four (4) times the normal fine structure plus payment of damages. Further violations will result in court action to seek injunctive relief.
  - I. Immediate ejection of violators in the common and recreation areas are at the discretion of *Estates* staff, Horizon Management, Security or a member of the Board of Directors.

## X. NOISE POLICY

Because The Estates consists of condominiums that share common walls, floors and ceilings, and because The Estates was constructed more than 30 years ago, noise transmission from units and the common area can disturb other owners. The Association has received complaints about noise from homeowners. This policy will clarify the Association's enforcement of the noise guidelines and restrictions contained in the CC&Rs and Rules and Regulations.

The CC&Rs and California law provide the Association with the authority to enforce the CC&Rs and Rules and Regulations by imposing fines in accordance with the current fine schedule and seeking to abate the noise through legal action if the Board of Directors determines that the noise constitutes a nuisance. Failure to abide by the restrictions and guidelines contained in the CC&Rs and Rules and Regulations constitutes a violation of the governing documents. The Association intends to enforce the noise restrictions and guidelines contained in the CC&Rs and Rules and Regulations in conformance with this policy.

- A. All complaints from homeowners concerning noise will be investigated, however, in order to do so such complaints must be in writing and received within 30 days of the alleged violation. The complaints must be delivered to Horizon Management Company, 21515 Hawthorne Boulevard, Suite 700, Torrance, California 90503. Forms for noise complaints are available in the on-site office at the complex and Mr. Watanabe, or his successor, will forward them to Horizon Management on the same business day they are received or, if they are received on a weekend day, they will be forwarded on the next business day.
- B. Upon receiving a written complaint concerning noise, the Board of Directors will notify the owner(s) and/or tenant(s) who is/are accused of a noise violation and invite him/her/them to attend a hearing before the Board of Directors during which the violation will be discussed. A copy of the complaint shall be provided to him/her/them prior to the hearing. If the owner(s) and/or tenant(s) who are accused of a noise violation do(es) not attend the hearing, the Board of Directors may find that a violation has occurred and a fine may be imposed even in his/her/their absence.
- C. If the complaint is from one owner only, the Board of Directors will generally need corroborating evidence of the violation. This evidence may consist of: (1) written complaints from other owners/tenants who have personal knowledge of the violation; (2) objective findings that the floor/ceiling/wall installation violates applicable Code provisions or applicable municipal ordinances; or (3) recordings of the noise which are verifiable and credible as to date, time, place and operator.
- D. A citation by law enforcement for excessive noise, an arrest as a result of excessive noise, an arrest for a noise-related violation, or an arrest for disturbing the peace while on The Estates premises shall constitute a rebuttable presumption that a violation has occurred. A rebuttable presumption means that the Board of Directors will presume that a violation occurred unless the Board is persuaded by sufficient evidence that a violation did not occur.
- E. If a homeowner or tenant is found civilly liable for a noise-related violation, civilly liable for the commission of a nuisance relating to a noise violation, or civilly liable for

disturbing the peace at The Estates, such civil liability shall constitute a rebuttable presumption that a violation has occurred.

- F. Multiple and recurring violations will result in the imposition of escalating fines in accordance with the Association's current fine schedule. In addition, the Board of Directors has the right to proceed with filing a lawsuit to seek an injunction to prevent a continuing nuisance, in addition to any other remedies.

## XI NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of The Estates Condominium Association ("Association") on November 16, 2011. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions or any other Governing Documents of the Association, or under California law. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes," as defined herein. While the Association has the duty to administer and manage the affairs of the Association, it does not have a duty to take action on every alleged violation of the governing documents, especially homeowner-to-homeowner disputes.

### A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Unit Owner against another Unit Owner which, in the Board's sole discretion, does not impact or involve the Common Area (examples include, but are not limited to, utility installations, noise, animals) or any clearly defined Association responsibility pursuant to California law or the Governing Documents. Both the Association and individual owners in the Association have the right to enforce the CC&Rs, Bylaws, the Rules and Regulations, and any other duly enacted Association rules or policies pursuant to Civil Code Section 5975.
2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration, as more particularly outlined in Civil Code Sections 5900, et seq. and 5925, et seq.
3. "IDR" shall mean Internal Dispute Resolution; specifically, an in-person meeting between the involved Unit Owners and, if requested by the involved Unit Owners and if approved by the Board, a Board member or other representative of the Association as designated by the Board of Directors.
4. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR or IDR and, either the requested procedure(s) was completed, or the other party refused to submit the dispute to the requested procedure(s).

### B. POLICY TERMS

1. When a written complaint is made to the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint and make a determination in the exercise of its reasonable business judgment based upon the particular facts, as to whether or not the complaint or dispute constitutes a Neighbor to Neighbor Dispute. The Board of Directors will only consider complaints submitted in writing. Because of the nature of neighbor-to-neighbor disputes, it is essential that all communications be in writing.
2. If the Board finds that the complaint constitutes a Neighbor to Neighbor Dispute, it shall notify all involved Unit Owners within fifteen (15) days of its decision, by sending a notice in writing by U.S. First Class mail advising that the Association will not take substantive involvement in resolving said dispute. Said notice shall describe any and all ADR and/or IDR procedures available to the parties, including whether or not the Board may become involved in any such procedures, as a facilitator. Notwithstanding the foregoing, the investigation of the Board of

Directors may include calling all involved parties to an executive session meeting to discover additional facts. After the Association conducts a good faith investigation, the Board will determine if evidence supports the complaint. If so, the Association will take appropriate action to address the complaint. If not, and the Board reasonably determines it is a Neighbor-to-Neighbor issue, the Board reserves the right to take no further action and shall advise the parties of said determination.

3. The notice shall direct the involved Unit Owners to use their best efforts to submit their dispute to the applicable ADR or IDR procedure, prior to seeking formal association involvement in resolving the dispute.
4. The Association may, in the sole discretion of the Board, elect to facilitate or participate in IDR, under the following conditions:
  - a. Where the Association has received more than one complaint, in writing, about the matter in dispute, and such complaints are from more than one Unit; or
  - b. Where all Unit Owners involved in the dispute as complaining or responding parties, agree to and request the Association's participation.
5. In the event the Association decides to facilitate and/or participate in IDR, the Board may authorize the use of Common Area facilities for the holding of the IDR, and may designate a member of the Board or other agent or representative of the Association to provide any relevant information or material assistance with scheduling or coordination, or to directly participate in the IDR meeting.
6. **In the event the Association becomes involved in or participates in any facet of IDR, from scheduling, to provision of Common Area meeting rooms or facilities or documents, to direct participation, it shall be expressly agreed by all involved Unit Owners that any costs incurred by the Association to so participate, shall be borne by the involved Unit Owners.** The parties can use IDR to address their concerns and needs in order to live amongst each other amicably. Should the Association offer said IDR, the Association will invite both parties to a meeting and provide an organized forum and structure to facilitate an effective discussion of the pending issues. The Association may, but reserves the right not to, make recommendations to the parties. Otherwise, in the event that any such IDR is offered to the parties, the Association makes no promises, warranties, or guarantees that said proceeding will be effective to address the issues. Should any such IDR take place, the Association is acting under an express reservation of rights regarding said proceeding and its offer is contingent upon the parties releasing the Association of any liability pertaining thereto whatsoever. Acceptance by the parties to attend the IDR will imply their express agreement regarding this release of liability.
7. The Association may, but need not, offer the above outlined IDR to any such neighbor-to-neighbor dispute. In the event the Association does not offer said IDR, the parties are nonetheless encouraged to meet and discuss their issues and work on finding acceptable resolutions to said issues. The parties should consider any of the following as a means by which to resolve their neighbor-to-neighbor issue: (1) have a third party neutral (including a neighbor) facilitate a meeting; (2) submit the dispute to non-binding mediation; (3) submit the dispute to binding mediation or arbitration; (4) other as agreed upon by the parties. It is expressly understood that Association will not become involved in facilitating any ADR.

## XII COMMITTEE MEMBER GUIDELINES

The following guidelines for committee membership and leadership were developed and approved by the Board of Directors February 22, 2012.

- A. Committees will be limited to four members.
- B. It is not required that a board member be on a committee but can be. Committees will be supervised by a board member to provide guidance and direction.
- C. Committee membership is not limited to owners only but all committee members must be approved by the board.
- D. Any member or individual that is currently involved in any type of formal action against the Association may not serve on a committee.
- E. Any member that is not a member in good standing may not serve on a committee (violations or more than one-month delinquent in assessment payments).
- F. All committee recommendations or findings will be presented to the board in writing.
- G. All decisions resulting from committee findings will be made by the Board, or the membership when required by civil code.
- H. Committee chairpersons will be selected by the Board.
- I. Committee members may not share their findings, concerns or other information to employees or owners or residents without written permission of the Board.
- J. All committee members will be required to initial their agreement with the committee guidelines and agree that the Board of Directors will have the option of removing them from the committee if these guidelines are violated.

### XIII ELECTION AND VOTING RULES (Adopted June 28, 2018)

#### INTRODUCTION

In accordance with Civil Code Section 5105, the following rules and procedures shall apply for the election of directors. These rules and procedures shall also govern any other election or vote of the membership, including, without limitation, elections regarding assessments legally requiring a vote, removal of directors, amendments to the CC&Rs or Bylaws, or the grant of exclusive use of Common Area. These rules shall supersede and replace all prior rules governing election and voting for the Association, including but not limited to the election rules adopted on or about May 24, 2006.

#### A. DEFINITIONS AND VOTING REQUIREMENTS

##### 1. Secret Ballot

- a. Secret Ballots Generally: A “secret ballot” is a ballot which does not identify the voter by name, address, unit or parcel number. The term “secret ballot” does not include a ballot for purposes of voting on any matter other than assessments, election or removal of directors, amendments to the Governing Documents or the grant of exclusive use of Common Area property. All secret ballots, including for election of directors, must conform to the requirements of applicable law.
- b. Secret Ballot Requirements: Secret Ballots must ensure the confidentiality of the voters
  - i. A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot;
  - ii. The ballot itself must not require the signature of the voter.
- c. Distribution of Secret Ballots: Each secret ballot is distributed with two (2) envelopes: (i) the “inner envelope,” which also shall not identify the voter; and (ii) the “outer envelope,” which shall be addressed or self-addressed to identify the voting Membership. Each secret ballot, along with said envelopes, shall be mailed or otherwise distributed to every Member at least thirty (30) days prior to the vote or election.
- d. Return of Secret Ballots. The secret ballot itself must be inserted into an envelope and sealed (“inner envelope”). This inner envelope is then inserted into a second envelope that is sealed (“outer envelope”). In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or unit number that entitles him or her to vote. The second envelope is addressed to the inspectors of election of the Association, who will be tallying the votes. Failure to follow this process so will invalidate the ballot and member’s vote.
  - i. Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting, and is deemed cast when so delivered or mailed; provided, only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted.
  - ii. A member may submit a written request to the Association for a receipt for delivery of the election materials.
  - iii. Once cast, secret ballots cannot be revoked.
- e. Time Requirements: All secret ballots shall provide a reasonable time within which to return the ballot to the Association, which shall not be less

than thirty (30) days and which may be set at the discretion of the Board unless otherwise required by law. The time for the return of secret ballots may be extended for reasonable intervals at the discretion of the Board, without notice to the Members.

2. Written Ballot: Any action requiring Member approval, other than those requiring a secret ballot, may be submitted for vote by written ballot without calling a meeting of the Members. The written ballot shall describe the proposed action(s), provide an opportunity to specify approval or disapproval of each proposal, and provide a reasonable time within which to return the ballot to the Association.
  - a. Decision: The determination to conduct a vote by written ballot shall be made by the Board or by members having 10% of the eligible voting power signing a written request and delivering same to any Association officer.
  - b. Ballot: The officer shall thereupon distribute a written ballot to every Member eligible to vote on the matter. A written ballot may not be revoked.
  - c. Solicitation: All solicitations shall indicate the number of responses needed to meet the quorum requirement and the percentage of approvals needed to approve each proposal. The solicitation must specify the time by which the ballot must be received in order to be counted.
  - d. Procedure. Written ballots and solicitations shall be distributed in the same manner as notice of meetings. Approval by written ballot shall be valid only when the number of eligible ballots received meets the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Upon tabulation of the ballots, the Board shall promptly notify the Members of the outcome of the vote or failure to meet quorum.
3. Votes Required: The Association has 300 Members. In order to establish quorum at membership meetings, at least twenty-five percent (25%) of the voting power of the members\*, or seventy-five (75) members, must submit Ballots.

For amendments to the CC&Rs, at least seventy-five percent (75%) of the total voting power of the Association, or two hundred twenty five (225) members\*, must vote "yes." To amend the Bylaws, at least a majority of the total voting power of the Association, or one hundred fifty one (151) members, must vote "yes."

\* This is assuming all Members are entitled to vote. This figure may vary depending on the number of Members whose voting rights have been suspended, if any, after due process required by the governing documents and law.

## B. ELECTION OF DIRECTORS

1. Nomination of Candidates:
  - a. At least sixty (60) days before the date of the meeting at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Call for Nominations form.



- b. Pursuant to the Association's Bylaws, only Owners who meet the following criteria are qualified to be elected to the Board of Directors:
    - i. All directors must be members of the Association; and
    - ii. All directors must be in good standing with the Association, meaning that the member is current in the payment of assessments with no pending violations of the Governing Documents.
  - c. Owners may nominate themselves or another person; provided, however, all candidates must meet the foregoing qualifications.
  - d. Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. Candidates nominated from the floor, at the meeting, must be present to accept said nomination.
  - e. All candidates who meet the qualifications to serve on the Board if any and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
  - f. The nomination form must be returned to the Association at the address provided, and by the deadline stated, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.
2. Eligibility to Vote:
- a. The total number of memberships entitled to vote equals the total number of residences in the Association. However, owners whose voting rights have been suspended in accordance with the Association's governing documents after notice and hearing and as of the Record Date shall not be entitled to vote.
  - b. Management will provide a list of any suspended members to the inspector(s) of elections prior to the meeting to open ballots and tabulate votes. Inspector(s) of elections will be advised that the member's voting right has been suspended after notice and hearing, without details of the reason for suspension.
  - c. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
3. Proxies: Proxies will be accepted so long as they meet the requirements of all applicable laws and the Association's governing documents, and they are consistent with the secret ballot election process. Directed proxies and proxy envelopes are prohibited. If the Association's Bylaws are amended to eliminate proxies, proxy voting shall be discontinued.

## C. CAMPAIGNING

- 1. Campaign Statements:
  - a. Director candidates may distribute candidate statements to the Membership using any of the following methods:
    - i. By submitting a one (1) page (one (1) sided) candidate statement to Management by 9:00am of the deadline listed on the Call for Nominations. This statement will be mailed with the ballots in alphabetical order by last name. There is no charge to the Member for this service. The Association will not edit or redact any content from these communications, but may include a statement specifying that the candidate, and not the Association, is responsible for that

- content. Notwithstanding, the Association reserves the right to redact obscene language or threats; or
- ii. By submitting a written request for a Membership mailing list (mailing addresses, not emails and excluding any Members who have opted out pursuant to Civil Code §5220) to Management at least 10 days prior to needing such list. Any applicable fees due to the management company shall be paid in full prior to the list being produced. Any items mailed by a Member to other Members shall be done at the time and expense of the Member; or
  - iii. By hand distribution at the time and expense of the Member.
- \*Except as outlined above, neither Association Staff nor Management will be involved with the distribution or posting of candidate statements.
- b. The Board shall not have the obligation to provide members and candidates with access to Association media, newsletters, display/bulletin boards or internet website for purposes related to the election or removal of directors.
  - c. All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost. Any and all other restrictions on the use of common facilities, including but not limited to the recreation room, are subject to the Association's operating rules, recreation room reservation policy, Code of Conduct and other related regulations as may be adopted by the Board.
2. Funding Election Materials: Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communications).
  3. Code of Conduct: The "Code of Conduct" adopted by the Board of Directors shall govern the conduct of members at meetings.

#### D. INSPECTORS OF ELECTION

1. Inspector(s) of Elections Functions:
  - a. For elections of directors, the Board shall appoint one or three independent third party(ies) as inspector(s) of election after the close of candidate nominations, but before the secret ballots are mailed to all of the owners. For all other elections or votes by secret ballot, the Board shall appoint one or three independent third party(ies) as inspector(s) of election before the secret ballots are mailed to all of the owners. Inspector(s) of elections shall be appointed by the Board at a duly noticed Board meeting.
  - b. An independent third party includes, but is not limited to:
    - i. a volunteer poll worker with the county registrar of voters;
    - ii. a licensee of the California Board of Accountancy;
    - iii. a notary public;
    - iv. a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of

- Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and,
- v. a person who is currently employed or under contract to the Association for any compensable services, including, without limitation, the Association's managing agent.
- c. Prior to the secret ballots being mailed to all of the owners, the inspector(s) of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's property manager.
- d. The inspector(s) of election shall also do all of the following:
  - i. determine the number of memberships entitled to vote and the voting power of each.
  - ii. determine the authenticity, validity, and effect of ballots, proxies, etc., if any;
  - iii. receive ballots;
  - iv. hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
  - v. count and tabulate all votes;
  - vi. determine when the polls shall close;
  - vii. determine the result of the election;
  - viii. perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
- e. The inspector(s) of election may appoint and oversee additional persons to count and tabulate the votes as the inspectors deem appropriate.
- f. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
- g. Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.
- h. The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.
- 2. Ballot Counting Meeting:
  - a. Election of Directors: The inspector(s) of elections shall tabulate the ballots for the election of directors at the annual meeting of the owners or, if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the annual meeting called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of said annual meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.
  - b. Other Votes by Secret Ballot. Unless the vote is being taken in connection with an annual meeting of the owners, the inspector(s) of elections shall tabulate the ballots for the vote to approve assessments, amendments to governing documents and/or granting the exclusive use of common area

to a member shall be tabulated at a duly noticed (regular or special) meeting of the Board of Directors. The Board of Directors shall determine the date, time and place of said Board meeting.

3. Handling of Ballots:

- a. As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such an owner. The first secret ballot received for any residence shall be the ballot which is counted. Any subsequent ballots for the same residence which are received shall be deemed invalid and shall be discarded.
- b. The sealed ballots at all times shall be in the custody of the inspectors of election, Ballot Collector, or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspectors of election, the ballots shall be transferred to the Association.
- c. No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- d. After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives.
- e. Members may be responsible for the actual and direct costs arising out of inspection of election ballots, including any cost to the Association for the time and service of the inspector(s) of elections or management.
- f. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. Only ballots may be reviewed; members are not entitled to view outer envelopes or any registration list.

E. ELECTION RESULTS

1. Tabulation of Votes:

- a. All votes shall be counted and tabulated by the inspectors of election in the open at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.
- b. The inspector(s) of election shall confirm that no more than one ballot was returned for each residence.
- c. Any candidate or other member of the Association may witness the counting and tabulation of the votes.
- d. The inspector(s) of election may establish a physical boundary or buffer zone around them during the tabulation of ballots.
- e. In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners.
- f. If quorum is not met, the meeting may be adjourned not less than five (5) days and not more than thirty (30) days from the original meeting date, by the vote of the majority of the members present in person or by proxy, but no other business may be transacted at such meeting. The quorum for the adjourned meeting shall be twenty-five percent (25%) of the total voting

rights of the members of the Association. If the time and place for adjourning the meeting is not fixed by those in attendance at the original meeting or for any reason a new date is fixed after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

- g. After any meeting to tabulate the votes for the election or removal of directors has been adjourned for lack of quorum twice, the seated directors will remain on the Board until successors have been elected.
- h. In the event of a tie in an election of directors, any tie vote shall be broken by a runoff election.

2. Announcement of Results:

- a. The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.
- b. Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.
- c. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

F. OTHER VOTING ISSUES

1. Recall Elections – Removal of Director(s):

- a. In the event the Board receives a petition to hold a special meeting for the purpose of removing one or more directors, a professional, neutral third party inspector of elections must be hired to ensure legal procedures are followed.
- b. Members may remove directors by a vote of the majority of the eligible voting power of the Association subject to the following. Members may present, in person, a petition to hold a special meeting of the members to the President or Secretary of the Association, bearing the signatures of members who represent at least five percent (5%) of the eligible voting power of the Association. The petition must state the reason(s) justifying the director's removal; the signature and address or Unit number of each petitioner in his or her own handwriting; the name(s) of the sponsor(s) of the petition; and fulfill all other legal requirements.
- c. Within twenty (20) days after receipt of such petition, the President, Secretary, or Board shall either call a special meeting or distribute secret ballots to the members to vote upon the requested recall.
- d. Candidate nomination forms must be sent with notice of the special meeting. Candidates must return forms not less than ten (10) days before secret ballots for the recall are sent. This date shall be set forth in the notice of special meeting.
- e. Such meeting or vote by secret ballot shall be conducted not less than thirty-five (35), nor more than ninety (90) days, after the petition is presented. If the Board fails to set a date for, or fails to give notice of, such meeting or vote within twenty (20) days, the Members initiating the petition may call such meeting on their own initiative pursuant to the Bylaws or applicable law.
- f. The director(s) whose removal is being sought shall have the right to

rebut the allegations contained in the petition orally, in writing or both. Any written rebuttal shall be mailed by the Association or otherwise provided to all members, together with the recall ballot.

- g. Two secret ballots shall be distributed to members: (1) one for the vote to remove one or more directors and (2) one for the vote to elect directors to fill the vacancies, if necessary. If the vote to recall director(s) is unsuccessful, secret ballots to elect new director(s) shall not be opened.
- h. If the quorum requirement for a valid membership action is not satisfied or if the recall vote results in a tie, the removal action will have failed.
- i. Immediately following a successful recall election, the Board shall convene a regular meeting for purposes of organization, appointment of officers, and transaction of other business. Notice of this meeting shall not be required separately from the notice of the special meeting, but agenda requirements must be satisfied.

#### XIV CODE OF CONDUCT (Adopted April 24, 2019)

*This Code of Conduct is implemented with the purpose of protecting and advancing the interests of all the members and residents of The Estates Condominiums and applies to all owner residents, tenants, visitors and staff. The Code is in compliance with the standards set forth in the Association's governing documents.*

##### A. CODE OF CONDUCT - COMMON AREAS

1. The Common Areas in the Association are available for members, residents, and guests. All must respect the right of other members, residents, and guests in order to allow for an enjoyable experience in those areas.
2. All members, residents, and guests are expected to deal with each other and with the Board of Directors, property management representatives, staff and other agents in an open, honest and respectful fashion.
3. Members, residents, and guests must not interfere unreasonably with Association business including, but not limited to, those assignments delegated to management and staff.
4. Addressing any member, resident, guest, Board member, staff member, property management representative or agent with the implication of reckless, derogatory comments or statements meant to demean or imply violence to individuals and/or their property is strictly prohibited. Likewise, any unwanted or offensive physical approached toward another is strictly prohibited.
5. If any of the above prohibited activities occur on the property, the Association or any member, resident, guest, Board member, property management representative, Association employee or agent may summon civil authorities and file a civil complaint.
6. In addition, a written complaint can be filed with the Association. The Board of Directors may impose the disciplinary process detailed in the Association Rules, Violations and Fines section.

##### B. BOARD & MEMBERSHIP MEETINGS

1. All attendees at Association meetings must be respectful to one another and to the members of the Board, management representatives, and staff to ensure that business is carried out in an orderly and expeditious manner. When recognized by the chair, members will present questions or comments about the topic being discussed in a polite and respectful manner.
2. An Open Forum will be held at the beginning, middle or end of the meeting, at the Board's discretion. Members may address any item under the jurisdiction of the Board during this time, subject to the following:  
\*\*All rules set by the Board of Directors shall be observed.
  - a. Members shall not speak until recognized by the meeting Chair.
  - b. Member comments will be limited to a maximum of three (3) minutes.
  - c. Comments/questions may be directed to the Chair or any Board member.
  - d. No recognized member who validly has the floor shall be interrupted.
  - e. No speaking twice until everyone has spoken on any one issue.
  - f. There will be no oral attacks on anyone in attendance.
  - g. Audio and video recording of the Executive or Board meetings are prohibited unless with prior written approval by the Board. Any request to audio or video record a meeting must be received by the Association not

- less than ten (10) business days prior to the meeting date.
  - h. The Board reserves the right to audio or video record any meeting in its discretion. Such recording will be disclosed to the members at the beginning of a meeting to be recorded, but may be done without prior written notice to the members.
- 3. Non-compliance with the foregoing will result in the Board proceeding as follows:
  - a. If the Chair determines that the member is out of order, he/she will request their compliance with the code of conduct.
  - b. If the non-compliance continues, the Chair will ask the member to leave the meeting.
  - c. If the member refuses to leave, the Chair may call a five to thirty minute recess. During that time, the noncompliant member may be escorted out of the meeting by security or law enforcement.
  - d. If order is not restored after the recess, the Board will adjourn the meeting.
  - e. Members may be subject to discipline, including without limitation, the imposition of a monetary penalty and/or the suspension of membership privileges as stated in the Association Rules, Violations and Fines section.

C. DIRECTORS' CONDUCT

The Board members will be respectful to one another and the members to ensure that business is carried out in an orderly and expeditious manner. During the meeting, the Directors will respect the Association Rules and will be held to the same standard as the members. A violation may result in the Director's involuntary recusal from the meeting and/or discipline as is stated in the Association Governing Documents.



## XV SMOKING POLICY (Adopted June 30, 2016)

- A. Smoking of cigarettes, clove cigarettes, cigars, marijuana, illegal or illicit narcotics, or other such smokable substances, including vaporized substances, ("Smoking") is prohibited in all Common Areas, including, but not limited to, the swimming pool area, barbeque area, tennis courts, recreation room, sidewalks, landscaping areas, laundry rooms and any common recreational facilities or amenities. The smoking prohibition in the Common Areas shall not extend to the main roads (Hidden and Estates Lanes), which shall be smoking permissible areas.
- B. Smoking is not permitted within exclusive use common areas, including but not limited to the balconies.
- C. Residents may not conduct noxious or offensive activities within their Units, and cannot allow use of their Units to create a nuisance or annoyance to the neighborhood or interfere with the quiet enjoyment of the other residents' respective Units, including, without limitation smoking anywhere in the Common Area, including all portions of the Common Area dedicated for exclusive use of a Unit. An exception exists in the Common Area for any areas specifically identified as a "smoking area."
- D. Smoking within an individual owner's Unit may create a nuisance. Although smoking and other activities are not categorically prohibited by the existing CC&Rs, nonetheless such activities may be deemed a nuisance, in violation of the CC&Rs, if smoking with a particular Unit or other activity becomes an annoyance or nuisance to the community, or interferes in any way with the quiet enjoyment of other residents' Units. This requires a case-specific evaluation of the circumstances, frequency, timing, and level of intrusion caused by the complained of conduct.
  - 1. If smoking within a Unit becomes an annoyance or nuisance, or interferes with the quiet enjoyment of other residents' Units, as determined by the Board in its sole discretion, the smoking resident may be required to prevent second hand smoke from entering adjacent units, including, without limitation, performing one or more of the following at his/her sole cost and expense:
    - a. Resident must purchase an air purifier with a HEPA and charcoal filter and operate them inside the unit at a level that prevents smoke from migrating to surrounding areas.
    - b. Resident must seal all penetrations in walls, ceilings and floors to prevent smoke from migrating to surrounding areas.
    - c. Resident must install exhaust fans that filter and vent to the outdoors.
    - d. Resident must install weather stripping and door sweeps around their exterior doors.
  - 2. The Board may, but shall have no obligation to, investigate any single complaint by an adjacent owner regarding drifting smoke, at its discretion. However, in the event that a complaint of drifting smoke regarding a particular Unit is confirmed by more than one complaining owner, or more than one incident of drifting smoke is complained of within any sixty-day period, the complaint shall be considered a confirmed complaint. The Board, and/or Association staff, shall investigate all such confirmed complaints for conformance with the governing documents, including the CC&Rs and this policy. Residents lodging complaints are strongly encouraged to submit objective information concerning the circumstances of the

incident, including, without limitation, video, expert reports, logs for dates, times and locations for the drifting smoke, the identity or descriptions of any other occupants, residents or owners involved or impacted, and specific documentation of any medical conditions, property damage, or other specific effects of the complained of conduct. The identities of complaining parties may be revealed to other involved parties, if the Board determines, in its discretion, that this is necessary to investigate and/or resolve the complaint.

3. If the Board and/or Association staff cannot confirm a reported nuisance, through independent , objective evidence (including, without limitation, direct confirmation of the facts through personal inspections, expert reports, video , or similar documentation), the Board may, in its discretion, deem the matter a neighbor to neighbor dispute, or may, but shall have no obligation to, intervene with the parties involved to assist with resolution through internal dispute resolution meetings, or similar efforts.
4. In determining whether any smoking activity constitutes a "nuisance" for the purposes of this policy, the Board shall consider whether any resident has submitted evidence that the smoke emanating from a particular Unit has caused or exacerbated a safety or health condition. Upon receipt of such information, the Board of Directors shall investigate and determine whether or not the Board concludes, in its sole discretion, the smoking at issue is a nuisance to the complainant, whether or not it is confirmed by more than one owner.