BOULDER POINT
AND
RIDGELINE
COMMUNITY ASSOCIATION

Community Handbook

(Rules & Regulations; Architectural Guidelines; Election Rules; Collection Policies, etc.)

Adopted April 18, 2018

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION
Community Handbook

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BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

INTRODUCTION

The key to community living is the full cooperation of all members. By honoring the premise and purpose of the rules and regulations, policies and forms contained within this Community Handbook ("Rules" or "Rules and Regulations"), each Member enhances the peaceful enjoyment of their residence and those of their neighbor's and the benefits of the Community. Without an effort from each member to be a conscientious neighbor and a respectful member of the Community, disharmony will invariably occur. By taking a moment to familiarize yourself and members of your family with these Rules and Regulations, you will enhance the community living experience for yourself and for your neighbors. Thank you.

Under the authority granted to it by the Declaration of Covenants, Conditions and Restrictions ("Declaration") and the Bylaws, the Board of Directors ("Board") has established these Rules and Regulations which are in part taken directly from and supplement the Declaration. The success of any community is founded on the principles of common decency, respect and consideration for the basic rights of neighbors. These Rules and Regulations set forth various duties and obligations imposed on members of the Association and their tenants, guests and invitees and are incorporated into and are enforceable as a component of the Association's "governing documents" as that term is defined by *Civil Code* section 4150.

Provisions for these Rules and Regulations, and the authority for enforcement, are contained in the Declaration and the Bylaws given to you when you bought your home. These Rules and Regulations are intended as a supplement to the Declaration, not a replacement. If a conflict arises between these Rules and Regulations and the Declaration, the provision of the Declaration will control. Each homeowner will advise his or her tenants, guests and invitees of the duties and obligations imposed on them by the Association's governing documents but the homeowner, as a Member of the Association, will remain responsible for the conduct of his or her tenants, guests and invitees and for their compliance with the governing documents. Homeowners will include a provision in any lease/rental agreement that any violation of the Association's governing documents will be grounds for termination of the lease.

The powers and duties of the Board include the power to promulgate, adopt and enforce these Rules and Regulations, the duty to manage the financial affairs of the Association, and to oversee the operation and maintenance of the Association facilities and amenities and the Association Property/Common Area/Association Maintenance Areas. In each area, the Board is assisted by a contracted management company.

These Rules and Regulations may be amended by a majority of the Board and per *Civil Code* section 4360.

DEFINITIONS

Unless otherwise indicated, all capitalized terms will have the same meaning as set forth in the Declaration or the Davis-Stirling Act (Civil Code § 4000 et seq.).

GOVERNING DOCUMENTS

The Governing Document

Homeowners associations offer many advantages to the homebuyer. However, to protect and preserve these benefits, certain duties, obligations and use restrictions are imposed on members of the Association, their tenants, guests and invitees. The following documents pertain to the Association.

Articles of Incorporation

Through the Articles of Incorporation, the developers of the Community have formed a corporation (i.e., the Association). The corporation is organized under the nonprofit mutual benefit corporation laws of the State of California to provide community services and facilities for the general benefit and welfare of the owners and/or residents of the homes in the Community.

Covenants, Conditions and Restrictions (Declaration)

This document delineates the covenants, conditions and restrictions that “run with the land” as equitable servitudes which bind the owners of any separate interest. The Declaration defines the use restrictions, duties, obligations and powers of the Association and the Members. Members should review and be familiar with all the Association’s governing documents and in particular, Article 6 of the Declaration titled “USE RESTRICTIONS” which delineates specific restrictions on a homeowner’s use of their separate interest. Members should also closely review Article 7 of the Declaration titled “MAINTENANCE RESPONSIBILITIES” which specifically delineates the respective maintenance responsibilities of the Association and the Members. The Declaration also grants the power for the Board to promulgate, adopt and amend these Rules and Regulations.

Bylaws

The Bylaws contain certain provisions regarding powers and responsibilities of the Board, election procedures, and membership meeting and voting requirements.

Rules and Regulations/Architectural Guidelines

These Rules and Regulations have been developed to provide each Member with the greatest enjoyment of their residences and the Association facilities and amenities without infringing on other Member's and resident's rights to the quiet use and enjoyment of their homes and the Community.

MANAGEMENT COMPANY

On behalf of the Association, the Board contracts with a professional management company to advise and assist the Board in carrying out its duties. The management company, in turn, contracts out various maintenance and repair work to service companies specialized in their respective fields, as selected by the Board. Monthly Association fees are collected and deposited directly into the Association's operating account through a bank lock box. With Board authorization, Association bills are then paid from this operating account.

A primary responsibility of the management company is to receive and process Owner and resident requests regarding the maintenance of Association Property/ Common Areas/Association Maintenance Areas. Management will then contact any necessary service company. The Association will not be responsible for any unauthorized work by a service company.

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GENERAL RULES AND REGULATIONS

1. Windows coverings, if any, and the garage window coverings, if any, must be in harmony with the exterior structure and no window may be covered by paint, aluminum foil, newspaper, bed sheets, cardboard, blankets, or other similar items.

2. Nothing will be kept on or in any Residential Unit or in the Association Property that might increase the rate of, or cause the cancellation of, insurance for any portion of the Community. No Owner or the Association will permit anything to be done or kept in or on a Residential Unit or the Association Property that violates any law, ordinance or statue, of any local, County, State or Federal entity, including any laws, ordinances or statutes pertaining to the use or storage of any hazardous or toxic materials.

3. All rubbish and trash storage facilities, including garbage cans, will be kept screened and concealed from view within fenced side yards or garages except on the scheduled day for trash pickup. All rubbish, trash, garbage, green waste and recyclables will be placed in designated containers and disposed of properly. Trash containers may be placed out for pick up no earlier than 5:00 p.m. the night prior to the trash pickup day and must be removed from the street by 8:00 p.m. on the day of pickup.

4. Any activity or action that might increase the rate of insurance for the Association, or cause any damage to structural integrity of any Association building or Association Property/Common Area/Association Maintenance Area is prohibited.

5. Residents are prohibited from interfering with the Association Property/Common Area/Association Maintenance Areas. This includes, but is not limited to the removal of any vegetation and any interference with the irrigation system including the sprinklers, valves and timers located on such areas. If a problem occurs with or concerns the irrigation system on such areas, homeowners must report the problem or concern to Management which will take the appropriate action.

6. Owners will be responsible for the total cost to repair damage and/or deterioration caused to any Association Property/Common Area/Association Maintenance Area by the negligent or willful act of the Owner, and/or his or her tenant, guest or invitee.

7. Association Property/Common Area/Association Maintenance Areas will be used only for the purpose for which it was designed and intended. No person will negligently or willfully damage any Association Property/Common Area/Association Maintenance Area, or interfere with the intended and proper use of such property by others. Nor will any person commit any nuisance,

Vandalism or damage to or on any Association Property/Common Area/ Association Maintenance Area.

8. Deliberate acts of vandalism to the Association Property/Common Area/ Association Maintenance Area should be immediately reported to the Police/Sheriff Department and to the Board or Management and subject to prosecution by the appropriate authorities.

9. Except for holiday decorations, which MUST be removed within thirty (30) days following the holiday, no owner or resident may cause or permit anything other than curtains, conventional draperies, blinds or shutters to be hung, displayed or visible from the Association Property/Common Area/Association Maintenance Area or any adjacent Unit. (adopted 2/25/2019)

10. No Commercial Use. Homes are to be used for residential purposes only. Except as permitted by law or the Governing Documents, no Residential Unit may be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing or vending where any such business has any discernable impact on the Association Property/Common Areas and Private Streets including, but not limited to increased traffic, parking and noise.

11. Littering and/or the dumping or disposal of refuse and trash within the Association is strictly prohibited. Violators are subject to fines for any violation of this restriction.

12. Owners will maintain and repair their Residential Unit, Residences and all improvements thereon in good condition consistent with the Association's governing documents, including, but not limited to Article 8 of the Declaration, and the design, aesthetics and Architectural Guidelines of the Community.

13. Nothing will be done on or within the Association by any owner or resident or their guests, family, invitees, or pets that may be or which may become a nuisance which unreasonably interferes with the quiet use and enjoyment of the other residents.

14. No structure temporary in nature, including, but not limited to a recreational vehicle, tent, shack, house trailer, garage, barn, shed or other outbuilding may be erected and/or used as a temporary or permanent residence.

15. Play on Association Property, Common Area, or Association Maintenance Area slopes and sloped areas is prohibited.

16. The use of skateboards, roller blades and other similar apparatus is limited to paved areas within the Community. Using ramps, pipes, jumps and/or any other similar device in the Association Property, Common Area, Association Maintenance Areas, or Private Streets is strictly prohibited. Owners will be responsible for the cost to repair any damage caused to such areas by the use of skateboards, roller blades and other similar apparatus.

17. Individual yard sales are only permitted on two (2) days per year. Owners must submit their request to hold the yard sale prior to conducting the same.

    (a) Yard sales must be conducted between the hours of 7:00 a.m. and 5:00 p.m.
    (b) Sale items may not be displayed earlier than 6:00 a.m. and must be removed by 6:00 p.m. on the day of the sale.
    (c) Yard sales are not a community sponsored event and remain the responsibility of the Owner.

BASKETBALL BACKBOARD POLICY

These rules apply to all backboards, including, but not limited to, "PERMANENT AND PORTABLE" basketball backboards to preserve the visual appearance of the Association, to provide for the safety of players and others, and to mitigate the impact on neighbors.

1. Basketball playing will be restricted to the hours of 9:00 a.m. through 9:00 p.m.

2. Using any basketball equipment or facility may not become a nuisance which unreasonably interferes with the "quiet use and enjoyment" of neighboring residents in their home and/or property.

3. **No permanent basketball backboards, including, but not limited to, free-standing basketball backboards on poles and backboards affixed to other structures may be installed or erected unless an architectural application and plans have been submitted to and approved in writing by the Design Review Committee prior to installation.**

4. Owners and residents will maintain all sports apparatus including permanent and/or portable basketball equipment in good condition and repair.

5. A "portable" basketball backboard (and related pole and/or other supporting apparatus) is designed and/or constructed to be mobile and moved from place to place without the necessity of detachment or removal of the pole or other supporting apparatus from a sleeve or any other structure, fixture, or appurtenance affixed to, or on or in, the ground or other structure.

6. A "permanent" basketball backboard (and related pole and/or other supporting apparatus) includes all basketball backboards (and related poles and other supporting apparatus, and appurtenances) which are not portable basketball backboards as defined in section 5 above.

These rules apply to "PORTABLE" basketball backboards:

1. Portable basketball backboards are prohibited from being located and/or used in or on any streets or sidewalks, or any Association Property/Common Area/Association Maintenance Area.

2. All portable backboards must be stored out of sight from the Association Property, Common Area, Private Streets and sidewalks or any adjacent Residential Unit in the Owner's residential garage or backyard by 9:00 p.m. each evening and when not being used.

These rules apply to "PERMANENT" basketball backboards:

1. No permanent basketball backboard is permitted in the front of, affixed, attached to any Residential Unit or any other portion of the Residential Unit visible from the Association Common Area, Private Street or sidewalk, or any adjacent Residential Unit.

2. No permanent basketball backboard, poles (including poles in sleeves), other supports, and related structures and appurtenances, or any other stationary equipment or lighting for a basketball court, will be erected or attached to the Residential Unit or other structure or affixed to the ground without first submitting an architectural application, including plans and specifications to, and obtaining the prior written approval of, the Design Review Committee.

3. The installation of any basketball backboard and equipment, including, but not limited to lighting, proposed for use and placement on a Residential Unit will be reviewed by the Design Review Committee case by case prior to installation. In reviewing such applications, the Committee may consider, among other factors, the potential impacts of the proposed location on the quiet use and enjoyment of neighboring Residential Units and compatibility and harmony with the type, design, and appearance of the surrounding structures.

WINDOW COVERINGS

Curtains, drapes, shutters or other window coverings will be in colors consistent with the color palette of the residence and must be installed within sixty (60) days of the close of escrow. Using aluminum foil, newspaper or any other contrasting material is prohibited.

CONDUCT RULES

These rules related to conduct are adopted as the Conduct Rules and made a part of the Rules and Regulations:

1. No improper conduct, obscenities, verbal or physical threats by Owners, residents, tenants, family, guests, invitees and/or the Board will be tolerated. Any act by any person, particularly on the Common Area, of a nature which may be or may become dangerous, create a health or safety hazard, create a hostile environment, or disturb others, is prohibited. Such acts include, but are not limited to creating unreasonable and excessive noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language, and rowdy and mischievous behavior.

2. In addition to being responsible for their own behavior and actions, Owners are also responsible for the conduct of their family, tenants, guests, pets and invitees, including any service personnel, vendors and contractors.

3. All Owners, residents, tenants, family, guests and invitees will conduct themselves with due consideration for each other and for the occupants of the Association, Management employees and Association vendors. The Board may discipline any Member for any conduct, which, in the sole discretion of the Board, may or does endanger the welfare of the residents of the Association, and for violations of the Association governing documents.

4. Management employees and Association vendors will be treated in a courteous and considerate manner. Owners and occupants will not reprimand, threaten, or harass any Management employee or Association vendor. All complaints regarding services rendered by Management or an Association vendor will be made to Management for review and consideration by the Board.

5. Any person using any Association facility or amenity whose inappropriate behavior falls below the standard required by these Conduct Rules and who refuses to curb any such inappropriate behavior when asked to do so may be asked to leave the facility or amenity by the person in charge i.e., a Management representative, Board member or person acting with the actual authority of the Board who may seek the assistance of the local law enforcement agency to maintain order.

6. Any violation of the foregoing Rules and Regulations by an Owner or his or her tenant, guest or invitee may subject the Owner to disciplinary action. Such action may include the imposition of a monetary penalty, suspension of the privilege to vote in Association elections and to use Association facilities and amenities and/or filing a lawsuit against the Owner seeking a preliminary and permanent injunction against the prohibited activity or behavior. If any such legal action is required to compel an Owner’s compliance with the Association’s Governing

Documents including these Rules and Regulations, the Association will seek an award of its attorney's fees and costs under the Declaration and *Civil Code* section 5975(c).

OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors welcomes resident/owner attendance at the Board meetings to observe business matters that take place involving the corporation. We value the insights and input from all owners and ask that you respectfully adhere to these policy adopted by the Board.

The Board is a policy governance Board. This means we establish policies to guide our decision-making ability to be accountable to our owners and maintain the Community. In compliance with *Civil Code* Section 5000(b), members will be given an opportunity to address the Board at the end of each meeting to raise questions, comments, issues and/or concerns of **general** relevance and interest to the community, which is commonly referred to as "Open Forum." The Board may establish a reasonable limit on the time given to a member to speak in Open Forum.

At the meeting please document your questions, comments, issue(s) and/or concerns by completing the *Request to Address the Board* form provided. This will assist the Board in tracking and following-up on questions, comments issue(s) and concerns.

The procedure to participate in Open Forum is simple:

Complete the *Request to Address the Board* form at the meeting.

Raise your hand to be recognized by the chairperson of the meeting.

State your question, comment, issue or concern in clear simple terms and please limit your time to three (3) minutes.

If a prior speaker has already raised your issue or concern but you have additional input on the issue, please raise your hand to be recognized by the chairperson who may limit speaker participation on the issue or concern depending on time constraints.

Please don't interrupt others while they are speaking.

Maintenance related items are to be directed to the Community manager (Open Forum is not the correct venue to report maintenance items).

While open forum is a time for you to raise questions, comments, issues and concerns with the Board which will be noted, you may not receive an immediate response or decision, and the Board may not take any action regarding the issue at that meeting.

If you would like an item to be placed on the agenda for a future Board meeting, please submit your request to Management in writing at least three (3) weeks before the next regularly scheduled Board meeting and the Board will make all reasonable efforts to discuss the matter at that meeting subject to time constraints. If you only wish to verbally address the Board, your written input can be received until the day before the Board meeting. (Note: The Board may not decide on items until they have completed the proper research and consider their findings).

Anyone attending meetings of the Association and/or addressing the participants will behave in a polite, civil and adult manner. Aggressive or abusive behavior including screaming, shouting, use of profanity or threats of any kind against any person or property is prohibited. Any person exhibiting this prohibited behavior will be asked to leave the meeting and if they fail or refuse to do so, the Board may adjourn the meeting and may take any action reasonably necessary to prevent a repeat of this behavior and disruption including seeking an injunction against the violating member from attending meetings of the Association and filing a complaint with law enforcement..

Understanding Board Meeting Conduct:

The Board meeting is a meeting of the Directors of the Corporation.

As homeowners, you have a vested interest in your Community and you elected Board members to take care of those interests. Owners may attend and observe any meeting of the Board except meetings held in Executive Session under *Civil Code* Section 4935 but Owners are not entitled to participate in any discussion or deliberation and may not vote on action(s) considered or taken by the Board.

Only Members may attend Board meetings and the Board has the right to prohibit or allow non-Members to attend, including tenants, attorneys, agents, managers, and non-owner residents and family members.

Business matters come before the Board when a motion is made, and seconded by a Board member. Each motion has a discussion period before a vote is taken. This discussion is only between the Board members who may solicit additional information from non-Board members as needed e.g. from Management, legal counsel, or a member of the audience.

When discussion has been completed on the motion, the Board then votes on the motion before them.

CONSTRUCTION RULES

Owners will be responsible for the actions of his or her construction contractor(s) i.e. invitees and will be subject to an enforcement action for any violation of the Association's Governing Documents by the Owner's contractor and their subcontractors and employees. Owners should have their construction contractor sign an acknowledgement of receipt of a copy of these Construction Rules – even without the acknowledgement, Owner's must ensure their contractor's compliance. All construction sites will be subject to inspection at any reasonable time. Violations of any of the Association's Governing Documents by an Owner's contractor will be reported to the Owner in writing and by telephone, if possible. If the Owner's contractor fails to cure the violation within twenty-four (24) hours of the Owner being notified of the violation in writing or by telephone, whichever is received first, the Owner will be subject to an enforcement action to compel compliance with the Governing Documents.

All contractors, their officers, agents or employees; subcontractors and sub-subcontractor's officers, agents or employees ("Construction Personnel") who are employed by or who are working on behalf of an Owner must abide by these Construction Rules and Enforcement Procedure:

1. **Association Rules:** Construction Personnel will observe all Association rules, including, but not limited to, all Rules and Regulations relating to the operation and storage of Vehicles.

2. **Conduct of Personnel:**

    a. All construction personnel will carry photo identification and will wear clothing and/or display documents identifying the company with which he or she is employed.

    b. Drinking of alcoholic beverages in any part of the Association is strictly prohibited.

    c. Improper conduct or behavior including the use of obscenities and/or verbal or physical threats of any kind directed at any person by construction personnel is prohibited. Acts or actions by any construction personnel of any kind which may be or may become dangerous, create a health or safety problem, create a hostile environment, or which disturbs residents of the Association in the quiet use and enjoyment of their homes is prohibited.

    d. Construction contractor personnel will not play radios and will not gather or congregate in or on any Residential Unit other than the Residential Unit of the Owner who has hired the construction contractor.

    e. All construction personnel will conduct themselves with the utmost decorum and will treat the members and occupants of the Association and

persons employed or engaged b the Association with courtesy and respect.

f. Construction personnel will not reprimand, threaten, and/or harass any Association staff member. Any violation of this restriction by construction personnel will be reported to Management for handling.

g. The Association reserves the right to require any construction contractor or contractor personnel who violates its Governing Documents to leave the property immediately upon being asked to do so by an authorized representative for the Association including Management, a Board member, a security officer, or a person acting with the actual authority of the Board. If they fail to do so, the Association representative may seek the assistance of local law enforcement agencies.

h. Any violation of the foregoing Construction Rules by an Owner's contractor may subject the Owner to an enforcement action which may include, but is not limited to, fines and filing a lawsuit seeking an injunction against the prohibited behavior and/or the contractor's presence in the Association. If any such legal action is required to compel an Owner's contractor's compliance with the Association's governing documents including these Rules and Regulations, the Association will seek an award of its attorney's fees and costs under the Declaration and Civil Code section 5975(c).

3. Work Hours: The Association requirements are:

Day of the Week	Permitted work hours
DAYLIGHT SAVINGS TIME	
Monday through Friday	6:00 a.m. to 6:00 p.m.
Saturday	7:00 a.m. to 6:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m.
Government Code Holidays	9:00 a.m. to 5:00 p.m.
NON DAYLIGHT SAVINGS TIME	
Monday through Friday	7:00 a.m. to 6:00 p.m.
Saturday	8:00 a.m. to 6:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m.
Government Code Holidays	9:00 a.m. to 5:00 p.m.

All construction personnel must vacate the Community immediately at the end of his/her work hours.

4. Site Conditions:

a. Equipment/Tools.

i. Construction materials, supplies, equipment, tools and other such items may only be stored on the subject Residential Unit. No construction materials, supplies, tools and/or items may be stored or kept on the Common Area, or Private Streets without Association approval.

ii. All tools and equipment will be used in a safe and proper manner by persons qualified to use any such tools or equipment and who will comply with all safety standards. Construction personnel will be responsible for the safe storage of their tools and equipment and the Association will not be liable for any damage or loss of such tools or equipment.

iii. Construction machines and vehicles will not be stored in the Association Common Areas or Private Streets.

b. Portable Toilets.

Portable toilets will be placed in the least conspicuous and visible location possible on the Owner's Residential Unit and will be regularly maintained in a clean and sanitary manner.

c. Trash and Debris.

i. Association Property/Common Areas/Association Maintenance Area must be kept free of any debris, trash, and/or construction materials. All trash, e.g., soda cans, bottles, and lunch bags, will be disposed of daily.

ii. Dumpsters will not be placed in the Community without the express written permission of the Design Review Committee or the Board. Dumpsters will be emptied regularly as necessary, to prevent overflowing. The job site will be policed at the end of each shift to ensure that all refuse, trash and debris is picked up and properly deposed of in the appropriate container. Owner's will be liable for any trash including building discarded materials such as roofing paper, insulation, packing materials or empty product containers under the "Litter" provision of these Rules and Regulations.

iii. All construction debris will be deposed of daily or stockpiled neatly at the subject Residential Unit out of sight.

iv. All streets and gutter flow lines will be kept clean from any dirt, mud, sand or other construction debris. At the end of each day, the street and gutters adjacent to the job site will be swept clean of construction

debris which will be removed and appropriately disposed of. Hosing down the debris along the street is not permitted.

v. Owners are responsible for any damage to their Residential Unit and any other property, including the Association Common Area or other Residential Unit caused by his or her contractor regardless of whether the damage was caused accidentally, negligently or willfully and Owner's will ensure that their contractors have the appropriate liability insurance coverage for any such damages. The Owner will report any such damages to the Association immediately upon being informed of the same by the Owner's contractor or upon discovering such damage. The Owner will then have a reasonable amount of time to repair the damage or to cause the same to be repaired. If the Owner fails to repair the damage or to cause the same to be repaired within that reasonable time period, the Association may repair the damage and may thereafter assess the cost of that repair against the Owner.

vi. Construction office trailers are not permitted.

vii. During construction signs not to exceed 18" x 24" may be placed on the Residential Unit which contain only the architect and/or contractor's name.

LANDSCAPING

1. All privately maintained landscaped areas will be kept in a good condition of maintenance and repair as determined in the sole discretion of the Board. This includes, but is not limited to, control of leaves, the length of lawns, weeds, fertilization, irrigation, trimming of plant material and maintenance of hardscape materials.

2. Owners will, within six (6) months of date of the close of escrow, submit an application including complete plans and specifications for the installation of improvement on and to the rear and side yards and all other areas of the Owner's Residential Unit not landscaped by Declarant to the Design Review Committee in accordance with the Architectural Guidelines. The Committee will approve or disapprove plans submitted to it, in writing, within thirty (30) days. If the Committee fails to respond to the submitted plans within thirty (30) days, the applicant may send written notice, via certified mail, to the Committee advising them that the plans will be deemed approved if not disapproved fifteen (15) days from receipt of said certified letter. Unless extended in writing by the Board or Committee, all improvements must be completed within one (1) year of the commencement of construction of any approved Improvement

3. The Association will be responsible for the landscape maintenance and irrigation of the Association Maintenance Areas. Owners may not make any modifications to the Association Maintenance Area without obtaining the prior written approval of the DRC.

GARAGES

1. Garage doors will remain closed other than to afford ingress and egress or other temporary purpose.

2. Other than on the driveway or on a pad adjacent to the driveway constructed for this purpose, no other portion of a Residential Unit including grass areas adjacent to the driveway will be used for the parking of any vehicles .

3. All garages will be enclosed and will have operating doors providing ingress and egress for vehicles. Garage modifications are prohibited unless all application provisions and conditions of Association's Governing Documents including the Declaration and the Architectural Guidelines have been complied with. Garages will be used for the parking and storage of vehicles and may not be converted or used for residential or recreational purposes normally reserved for living spaces (i.e., playroom, game room, recreational room, etc.). Garages may be used for storage of personal property only if such storage does not prevent the Owner or occupant from parking the number of vehicles in the garage for which it was intended to accommodate. Owners and occupants must park the number of vehicles in the garage for which it was intended to accommodate and only then may Owners and occupants park vehicles in or on driveways. Only when both the garage and the driveway have been fully utilized for parking may Owners or occupants park on the street other than on a temporary basis.

4. No hazardous materials will be stored in any garage.

5. No repairs or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment may be performed anywhere within the Association other than wholly within a garage with the garage door closed.

GUESTS

All guests must abide with the Association's Governing Documents. Owners and residents are responsible for the conduct and actions of their guest(s) until they have left the Community.

NEIGHBOR RELATIONS

Many homeowners assume that the Association will serve as their liaison and the mediator of potential conflicts with their neighbors. Living in a common interest development does not absolve homeowners of their responsibilities as individuals and neighbors, nor does the fact that your property is part of the Association release governmental agencies from their responsibilities.

If you have a problem with your neighbor, talk with them first. Treat them as you would wish to be treated. The Association cannot send them a letter simply because you don't want to approach them about something that may be bothering you. Hopefully, you and your neighbor will live in your new homes for a long time and it is beneficial to all parties to establish common ground and open methods of communication. If you see someone breaking the law, call the police. If a dog is barking, call Animal Control. The Association is not a private police force and has limited powers and resources to generally enforce the Association's governing documents so if you have a concern regarding your neighbor's failure to trim his or her trees, raise that concern directly with your neighbor.

NOISE

1. Residents are responsible for unreasonable and excessive noise emanating from their property whatever the cause or source including guests. Residents will make all reasonable efforts to abate noise between the hours of 10:00 p.m. and 7:00 a.m.

2. Noise will generally be considered unreasonable and excessive if it can be heard through the closed windows of a neighbor's home by an objective third person and the generation of noise at this level will be a violation of these Rules and Regulations. However, the most important rule regarding noise or other disturbances is the rule of courtesy.

3. Residents are encouraged to contact the Sheriff/Police Department and/or Code Enforcement to report excessive noise or other civil disturbances.

NUISANCES

1. No rubbish, trash, refuse or debris of any kind will be placed or permitted to accumulate anywhere within the Community.

2. Offensive odors emanating from any Residential Unit will be a nuisance subjecting the owner to an enforcement action. Excessive and unreasonable noise will be a nuisance subjecting the owner of the Unit to an enforcement action

3. Noxious and offensive activities within the Community is prohibited.

4. Noisy, unsightly, or poorly operating vehicles, large power equipment and large power tools (excluding lawn mowers and other power equipment used with ordinary landscape maintenance), off-road motor vehicles and devices or machines which create or emit loud noises or noxious odors may not be used or stored in the Community including on any private street.

5. No clothing, fabrics, or unsightly articles may be hung, dried, or aired in the Community so it is visible from other Residences or the Association Common Areas or Private Streets. Residents are encouraged to refer to the Declaration for further clarification.

PET RULES

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1. No livestock or poultry will be kept, maintained, or bred within the Community.

2. Owners and occupants may keep a **total** of two (2) dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) per Residential Unit, provided such animals are not kept, bred or raised for commercial purposes. However, the Board may order the permanent removal from the Association of any animal determined, in its sole discretion, to be a nuisance or threat to the health and safety of the residents of the Association.

3. Domestic reptiles, birds, rodents will be permitted if such animals are kept entirely within the interior of the Residence and are: (a) kept as household pets; (b) are not excessively noisy to disturb the quiet use and enjoyment of neighboring residents in their Residences; (c) are not kept, bred or raised for commercial purposes or in unreasonable numbers, as determined in the sole discretion of the Board; and (d) do not otherwise constitute a nuisance or threat to the health and safety of other occupants of the Association.

4. Owners and occupants and their guests and invitees will be liable for damages and/or injuries to any person or property caused by their animal brought into or kept within the Association.

5. Owners and occupants will immediately clean up after their animals wherever necessary in any area of the Community. Residents are encouraged to carry clean-up supplies while walking pets in the Community.All animals on Association Property must be on a leash or other similar restraint held by a person capable of controlling the animal. Animals must be within the Residence or otherwise be enclosed within an Owner or occupant's rear or side yard and may not be kept in the front Residential Unit and will not roam unrestrained on Association Property or common area.

6. Excessive dog barking or another animal noise will be deemed a nuisance.

7. All dogs must be properly licensed and inoculated. Pet owners must follow all City, County or State regulations regarding pet ownership. Residents are encouraged to contact the appropriate agency (County/City Sheriff/Police Department or Animal Control) for any violation of pet ownership regulations.

8. Residents are encouraged to keep dogs inside between the hours of 10:00 p.m. and 7:00 a.m.

9. Owners may be required to remove any pet causing an unreasonable disturbance in the Community.

10. While cats are not required to be licensed or on a leash, Owners are encouraged to keep your cat's inoculations current and have them wear a collar and I.D. tag.

11. An animal otherwise prohibited, which is kept by a resident for the purpose of servicing the resident's disability, may be kept provided: (i) the resident submits appropriate documentation to the Board verifying the existence of a legally-defined disability; (ii) the service animal is properly cared for by the resident (i.e., kept healthy, clean, and properly groomed and waste material is properly disposed of); and (iii) the animal is not unruly or disruptive (e.g., barking, growling, running loose, displaying aggressive behavior, etc.). All applicable pet rules shall apply to service animals.

RESIDENTIAL USE

Residential Units will be used for residential purposes only as more fully defined and described in Section 6.1 of the Declaration.

SATELLITE/ANTENNA INSTALLATION POLICY

All antennas and satellite dishes are subject to provisions outlined in the Architectural Guidelines and the Declaration.

1. Under the "Over-The-Air-Receptions-Devices" ("OTARD") rule adopted by the Federal Communications Commission ("FCC") and California Civil Code section 4725, satellite dishes and antennas up to 36 inches or less in diameter may be installed on your Residential Unit. Satellite dishes and antennas will be installed in a location which is not visible from neighboring Residential Units or the Common Area **unless** installing the satellite dish or antenna in such a location:
(i) unreasonably delays or prevents installation, maintenance or use of the dish or antenna; (ii) unreasonably increases the cost of installation, maintenance or use of the satellite dish or antenna; or (iii) prevents the satellite dish or antenna from receiving an acceptable quality signal. In addition, unless the Occupant can demonstrate that multiple antennae must obtain desired channels, only one (1)

such antenna may be installed on each Residential Unit.

2. All satellite dishes and antennas are subject to the maintenance provisions of the Association's Governing Documents and must be maintained in a clean, attractive, safe and working condition. All wires must be painted to match the color of the stucco of the Residential Unit and must be permanently affixed to the structure. Loose wires are not permitted.

3. No outside television or radio antennae, satellite dishes, masts or poles may be constructed, installed or maintained on any Residential Unit without the prior written approval of the Board or Design Review Committee Applications to install satellite dishes or antennas will be processed in the same manner as an application for approval of an architectural modification to the property and the issuance of a decision on the application will not be willfully delayed.

4. Satellite dish and/or antenna may not be installed in or on Association Property or Common Area under any circumstances.

5. After installing an antenna, the owner must complete and return the notification form with photos. An inspection will be made to determine that the install was done under the above requirements.

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Owner Name:_____ **Date**: _____

Address:_____**Unit #**: _____

Home/ Cell Phone:_____**Email** _____

Satellite Dish Agreement:

I,_____(insert your name), have read the Satellite Dish Installation Policy for the Association and agree to install the device per the requirements in the policy. The device will be installed on_____(insert install date). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must apply for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I also know that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature:_____Date: _____

Mail to:
BOULDER POINT AND RIDGELINE HOMEOWNERS ASSOCIATION c/o Corvus Management & Consulting, inc.

PO BOX 881096 San Diego, CA 92168

☐ IN COMPLIANCE
☐ NOT IN COMPLIANCE **Association Use Only**

Corrections Required: _____
_____
Signature:_____Date: _____

SIGN RULES

1. Noncommercial signs and posters that are over nine (9) square feet in size and noncommercial flags or banners that are over fifteen (15) square feet in size are prohibited. For purposes of this restriction, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

2. The Association may prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in an owner's separate interest for protecting public health or safety or if the posting or display would violate a local, State, or Federal law.

3. No signs, posters, or any other advertising displays may be located, installed or erected in or on Association Property, Common Area, or Private Streets. Any signs, posters or other displays located, installed or erected on Association Property, Common Area or Private Streets may be removed when discovered and disposed of by the Association without notice and the Association will not be required to reimburse the Owner or Occupant who impermissibly located, installed or erected the sign, poster or display on Association Property or Common Area.

4. Owners may erect one (1) small security system signage on their Residential Unit

5. Owners are permitted to erect one (1) sign on their Residential Unit advertising the name of the construction contractor or installation contractor only during construction or installation on their Residential Unit provided the sign does not exceed 18" x 24".

Open House Policy

1. Owners may display signage on their Residential Unit reasonably located, in plain view of the public, is of reasonable dimensions and design, and does not adversely affect public safety, including traffic safety, and which advertises the property for sale, lease, or exchange, or advertise directions to the property, by the Owner or his or her agent. Such signage may advertise:

    (1) That the property is for sale, lease, or exchange by the owner or his or her agent.
    (2) Directions to the property.
    (3) The owner's or agent's name.
    (4) The owner's or agent's address and telephone number.

2. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner is permitted (i.e. if there is more than one open house in the direction of the directional sign, there may still only be one (1) OPEN HOUSE sign used.

3. An Owner may not display any signage on another Owner's Residential Unit or property without the express consent of that Owner.

4. No riders or flags are permitted.

5. Any signage erected on Association Property, Common Area or Private Streets in violation of the foregoing restrictions may be removed when discovered and disposed of by the Association without notice and the Association will not be required to reimburse the Owner or the Owner's agent who impermissibly located the signage on Association Property, Common Area or private streets for the value of any such signage. Owners will advise their agents of this provision.

6. Notwithstanding the foregoing, the Declarant shall have the right to display signage as set forth in Article 9 of the Declaration.

TEMPORARY STRUCTURES

No trailer, mobile home, tent, or other similar form of temporary shelter may be located or erected on any Residential Unit within the Association without the express prior written approval of the Design Review Committee. This provision expressly includes temporary contractor trailers. No trailer, mobile home, tent, or other similar form of temporary shelter may be located or erected on Association Property, Common Area or Private Streets.

TENANT RULES

1. An Owner may rent or lease his or her Residential Unit subject to the terms and restrictions of the Association's Governing Documents.

2. For these Rules and Regulations, a tenant will be defined as anyone in possession of an Owner's Residence in exchange for any consideration, or at the sufferance of the Owner(s).

3. Any rental or lease agreement will be in writing, will provide that the lease is subject to the Governing Documents, and will provide that any failure to comply with any provisions of the Governing Documents will be a default under the terms

of the rental or lease agreement. A copy of the rental or lease agreement will be provided to the Association upon request.

4. Owners will at all times be responsible for their tenant's or lessee's compliance with the Association's Governing Documents.

5. A lessee will have no obligation to the Association to pay assessments imposed by the Association nor will any lessee have any voting rights in the Association.

6. No Owner may lease such Owner's Residence for hotel, motel or transient purposes. Any lease for a period of fewer than thirty (30) days or under which the Owner provides any services normally associated with a hotel will be deemed for transient or hotel purposes and will be considered in violation of the Association's governing documents.

7. Owners are prohibited from using Association Property and common area facilities and amenities for the term of any lease of their Residential Unit.

TRASH RULES

1. Trash containers may not be placed out for pick up earlier than 5:00 p.m. the night prior to the trash pickup day and must be removed from the street by 8:00 p.m. on the day of pick up.

2. Storage of building materials, refuse or any other materials in the Community is prohibited.

UNSIGHTLY ITEMS

1. No unsightly items, materials or objects including weeds, refuse, rubbish, trash or debris may be allowed to accumulate on any Residential Unit.

2. No clothes lines, refuse containers, wood piles, storage areas, machinery and/or equipment is permitted upon any Residential Unit unless obscured from view of neighboring Residential Units, Association property or Community common area.

PARKING AND TOWING RULES

(Adopted May 13, 2019)

Parking:

Guest Parking: All guest parking spaces located inside the community are intended for the sole use of guests and visitors. Guests parked in guest parking spaces must display a current and valid Guest Parking Permit Monday thru Sunday (7 days per week) from 6pm to 6am.

Exception: Guests parked in guest spaces Monday through Friday from 6am to 6pm are not required to display a parking permit. This time frame is open parking to allow for multiple guests such as repairmen, cleaning services, housekeepers and childcare to park. Residents may also park for short periods during these times for convenience purposes such as coming home for lunch, cleaning out their garage, or to visit the park areas of the community

Holidays: Permits are required 24 hours a day to park in guest parking spaces on the following holidays, even if said holiday is a weekday: Memorial Day, Labor Day, President's Day, Veteran's Day, Christmas Eve, Christmas Day, Halloween, July 4th, Thanksgiving, the day after Thanksgiving, and New Years' Day.

Street Parking: Parking is usually available for Residents and their guests on the public street just outside the Community. Public street parking is subject to state, federal and local regulations.

Overnight Parking: Guest vehicles parked after 6:00 pm are limited to a maximum of three (3) consecutive dates in anyone parking space and guest vehicles may not park overnight for more than seven (7) total nights in any month. Parking requirements needing a time period longer than 7 days will be considered by the Board on a case-by-case basis by contacting the Association's Property Manager in writing to request approval. Any guest parking overnight in the Community more than seven nights in any month is considered a Resident and may not utilize a guest permit. Overnight Guest vehicles MUST display an authorized Guest parking permit at all times, twenty-four (24) hours a day. VIOLATION OF THIS RULE WILL BE SUBJECT TO CITATION AND TOW WITHOUT NOTICE. Residents may call Eagle Golden at 855-400-4347 to SAFE LIST a guest vehicle if parking longer than 3 days (up to 7 days) in the guest parking areas

Resident Parking: Resident parking is limited to garages, driveways (if applicable) subject to the Community's Governing Documents and the public street outside the Community. Qualified residents may also apply for a Resident parking permit to be issued on an annual basis which will be awarded on a first-come, first serve basis as further described below. Qualified residents are not guaranteed they will be awarded a resident parking permit even if they apply. Residents with current and valid resident parking permits may park in available open parking spaces Monday thru Friday from 8PM to 8AM limited to a maximum of 3 consecutive days in anyone parking space. VIOLATION OF THIS RULE WILL BE SUBJECT TO CITATION AND TOW WITHOUT NOTICE.

Permits:

Guest Parking Permits: Only one (1) Guest-parking permit will be issued per residence. Residents may request replacements for lost or stolen guest permits from the manager at the cost of $25, which is subject to change at the Board's discretion. If a resident is having an event with more than one guest, they must safelist additional guest vehicles as described above.

Resident Parking Permits: Residents in good standing (not more than thirty days late in the payment of any fine or assessment and in compliance with the Governing Documents) and who agree to an inspection of their garage may apply for a resident parking permit (only one resident parking permit may be issued for each residence). The manager will send notice to members of the date and time applications are to be submitted and the means for submission (typically an email address). Residents must complete the attached application and email it to the manager on the date and time specified (but not before as premature applications will be disregarded) and the manager will review the applications on a first-come, first-serve basis. The Association will award twenty-eight resident parking permits (subject to change at the Board's discretion) for a one-year term and which must be applied for on an annual basis as permits do not automatically reissue. The first qualified applications received for the number of permits to be issued will be contacted by management to arrange for a garage inspection, to ensure that garages are being utilized for parking in accordance with the CC&Rs. Upon completion of a satisfactory inspection (to be reoccurring on a quarterly basis), management will offer the qualified applicant a permit which shall be issued upon the payment of the permit fee, which is currently $25 per month to cover administrative expenses and is subject to change. Permits may be revoked by the Association if the Unit to which the permit was issued fails to pass a quarterly garage inspection or pay the monthly fees in a timely manner. Management will keep a waiting list of qualified applicants who will be called in the order their application was received in the event a preceding applicant did not have a satisfactory garage inspection, did not pay the fee, or relinquished their permit voluntarily or because they moved.

Resident parking permits are not transferable and must be returned to the Association if a home is sold, tenants vacate, or the permit is revoked because the resident is no longer in good standing. The cost to replace a lost or stolen resident or guest parking permit is $25.00.

Violations and Towing

All vehicles in violation of the parking rules above will receive one (1) courtesy citation for the first offense unless the vehicle is blocking or obstructing a fire lane. On the second and each consecutive offense, vehicles will be towed at the vehicle owner's expense. Please refer to towing signs at each entry for towing company contact and location information.

Handicapped Parking

California Law requires that a handicap placard or license plate must be visible while parked in a designated handicap parking space. Handicap parking is subject to the 3-day limitation and safe list rules herein.

Other applicable rules and regulations

The Board has the power and authority to enforce all parking and vehicle restrictions in the Association's Governing Documents and the California Vehicle Code including the removal of vehicles from the Community on its Private Streets.

A. The speed limit within the Community is Fifteen (15) miles per hour and applies to all residential streets unless a higher speed limit is posted.

- Owners and Occupants of the Association will comply with all provisions of the California *Vehicle Code.* Owners and Occupants must drive at a speed appropriate for the conditions even where that speed is less than the speed limit.

B. Parking in any areas designated as a fire lane is prohibited at all times.

- Vehicles may not be parked in "no parking zones" and fire lanes identified by either signs or red-painted curbs. Unauthorized, oversized or improperly parked vehicles will be towed at owner's expense, which may occur immediately without advance notice to the vehicle owner.

C. Vehicles that do not display current registration tags or are otherwise inoperable are prohibited from being parked in the Association except within an enclosed garage.

D. Any vehicle, which partially or completely obstructs any of the FIRE LANES, will be subject to immediate towing without notice.

E. No street parking is permitted within the community.

F. All State, City and County vehicle codes, and the Association's Governing Documents will be strictly enforced. Violation of State, City or County codes and/or the Governing Documents may subject the vehicle to towing. All costs related to a vehicle being towed will be the sole responsibility of the vehicle owner.

G. Owners and Occupants will ensure that the garage accommodates the number of Authorized Vehicles for which it was originally constructed by Declarant. Because adequate parking is a concern in the Community, it is imperative that residents and their guests utilize their garages for parking and not for storage or an extension of living space to free up the parking spaces in the Community for those who need them. The Association takes complaints for violation of garage utilization seriously and may exercise its right of entry to investigate and inspect the garages of accused violators.

- Residences designed with driveways may park vehicles in the driveway as long as the garage accommodates the number of vehicles designed for.

H. Vehicle repairs outside of a garage other than of an emergency nature are prohibited.

- Emergency repairs must be completed within 24 hours.

I. No Owner, Occupant, guest or invitee may park a vehicle in a manner that either restricts the passage of pedestrians or vehicles over streets or sidewalks in the Community or which extends beyond the limits of the space wherein the vehicle is parked.

J. Commercial vehicles may not be parked, stored or kept within the Association except for brief periods of loading and unloading, making deliveries, performing work, providing services or making emergency repairs.

- A Commercial vehicle is defined as any vehicle displaying a company logo, name or phone number, or any other truck, trailer or similar vehicle not customarily used for family transportation. Such vehicles include flatbed trucks, tractor-trailer rigs, and other vehicles with storage and/or storage racks not used for normal residential

K. Operation of Motorcycles and Motorized Scooters:

- Operation of a motorcycle or motorized (gas or electric) scooter within the Association is prohibited by any operator under the age of sixteen (16) years.

- Using a motorcycle or motorized scooter, including the noise generated by any such operation, which is dangerous, presents a health and safety hazard or which disturbs occupants of the Association in the quiet use and enjoyment of their residences will be deemed a nuisance and a violation of the Association's governing documents.
- Owners and Occupants are responsible for any violations of the Association 's governing documents committed by minor

L. No prohibited vehicle may be parked, stored or kept anywhere in the Community except for brief periods of loading, unloading, or emergency repairs. However, a resident may park a prohibited vehicle in the garage on their Residential Unit provided the garage is kept closed and provided the prohibited vehicle does not prevent an Authorized Vehicle from being parked in the garage.

- For this restriction, the following are "Prohibited Vehicles": (a) commercial-type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines), (b) recreational vehicles (e.g., motor homes, travel trailers, camper vans and boats) (c) buses or vans designed to accommodate over ten (10) people, (d) vehicles having over two (2) axels, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, (h) any vehicle or other vehicle not classified as an Authorized Vehicle (i) any vehicle or vehicular equipment deemed a nuisance by the Board.

M. Owners are responsible for all parking violations of their tenants, invitees, family members, and guests

N. The Association is not responsible for injuries, theft, property damage or other criminal acts which may occur to vehicles parked in the Community. Nor will the Association be responsible to remediate or otherwise compensate an Owner, Occupant and/or guest for any such losses

O. All applicable provisions of the California Vehicle Code and/or local ordinances will be enforceable by the public agency responsible for any public streets within the Community.

P. Vehicles may not be advertised "For Sale" within the Community.

BOULDER POINT & RIDGELINE COMMUNITY ASSOCIATION
ANNUAL RESIDENT PARKING PERMIT APPLICATION

Name:_____

Property Address: _____

Mailing Address: _____

Phone #: _____ (home) _____(mobile) Email: _____

I hereby apply for one residential parking permit to be used for the following vehicle(s):

Auto Year & Make: _____ License #: _____

Auto Year & Make: _____ License #: _____

[Please attach a copy of proof of insurance & registration for the above vehicle(s)]

Other Vehicles being parked in the garage and/or driveway if applicable:

Auto Year & Make: _____ License #: _____

Auto Year & Make: _____ License #: _____

Auto Year & Make: _____ License #: _____

Auto Year & Make: _____ License #: _____

[Please attach a copy of proof of insurance & registration for the above vehicle(s)]

By signing this application, I understand and agree to the following:

- Homeowner's assessment account must be current for owner/tenant to apply for a permit (not more than thirty days delinquent and not in violation of the governing documents.)
- All garage space must be utilized for parking of vehicles (2 vehicles per garage) before issuance of permit. Homeowner agrees to allow an inspection of their garage by the Association to verify the ability to park two vehicles in the garage before a permit is issued and to ongoing quarterly inspections.
- A current copy of each vehicle registration and proof of insurance must be submitted with completed application. All vehicles must be currently registered with the DMV, insured, and registered to the property address in Boulder Point or Ridgeline.
- Applications are reviewed on a first come first serve basis as instructed by management. Submission of this application does not guarantee issuance of a permit, as a limited number of permits are available.
- A monthly residential parking permit fee of $25.00 per month with the first installment payment to be paid prior to issuing the permit. Permits are nontransferable and must be returned to the Association if the permit holder no longer requires a permit (no longer owns three or more vehicles) or no longer resides at the residence, or if the Association revokes the permit. Permit holders must abide by all Association Parking & Towing Rules.

By signing below, I agree to the above conditions and am aware that failure to abide by the above may result in the revocation of the resident parking permit and/or a violation or fine.

_____ _____

Signature of Owner/Tenant Date

REPORTING VIOLATIONS

Owners wishing to report a violation must do so in writing. Anonymous letters or complaints will not be acted upon. While the Board will endeavor to keep the identity of a complainant confidential, the Board cannot guarantee that the identity of the complainant will remain confidential and the Board has no duty to do so.

In the case of complaints that may be difficult to verify, the complainant alleging the violation should be prepared to provide testimony and evidence before the Board to verify their complaint.

Finally, the Board may determine the violation to be a neighbor v. neighbor dispute. [See “Neighbor Relations” section above].

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

VIOLATION REPORT FORM

Return to:
Prime Association Services
27290 Madison Ave., Ste. 300
Temecula, CA 92590

Violation information

Please provide the name (if known) the address of the home where the violation is alleged to be taking place.

Name (s): _____

Address: _____

Summary of alleged violation (s):

_____
_____
_____
_____
_____

On what days and at what times does the violation usually take place?

_____

Reporting Owner's information:

If the violation is not verifiable by way of a visual inspection of the Community, then a signature of an additional homeowner, within the Community, may be required to initiate the Association's violation procedure. You must include your name and address to have this form processed.

Your name: _____
Address:_____**Phone**: _____

If necessary:
Additional Owner name: _____
Address:_____ **Phone**: _____

VIOLATION AND FINE PROCEDURE

The Board may, but is not required to, direct a notice to the Owner advising them of a violation and the time limit to rectify the violation.

Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the homeowner to comply. Then, if the violation is still not resolved, a written "Notice of Hearing" may be sent to the Owner at least ten (10) days prior to the date of the hearing which will advise the Owner of the alleged violation and will provide the Owner with the opportunity to appear before the Board to respond to the allegations. If, having considered any evidence or testimony presented by the Member at the hearing, the Board determines to impose discipline on the Member, the Member will be provided written notification of the disciplinary action by either personal delivery or first class mail, within fifteen (15) days following the hearing. A schedule of the monetary penalties the Board may impose against an Owner is set forth below. Notwithstanding the foregoing, in situations where the Board, in its sole discretion, determines that the alleged violation is sufficiently serious, including, but not limited to, threats against person or property, dog bites, in-progress architectural modifications, and outrageous conduct, such that immediate action is required, the Board will not be required to transmit a notice or final notice or to provide the Owner with a hearing and may proceed immediately by initiating any remedy provided by law including filing a lawsuit seeking a temporary and permanent injunction.

The Board may take any action and/or employ any remedies provided by the Association's governing documents or California statutory law to cure any violation of the Association's governing documents.

1. The monetary penalty schedule is as follows:

<u>Minor Violations</u>:	
First violation:	$50.00
Second violation (same infraction):	$100.00
Third violation (same infraction):	$200.00
<u>Major violations</u>:	$250.00 per occurrence

e.g. Failure to obtain Design Review Committee approval prior to making an exterior modification, negligent damage to Association Property/Common Area/Association Maintenance Areas, life threatening or safety violations, etc.

*Please note: Compliance Assessments may be imposed for specific violations outlined in section 5.7 of the Association's Declaration.

PROCEDURE FOR OWNER HEARING
(Executive Session)

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Discussion and questioning of the invitee by the Board.
5. Questions and final statement by invitee.
6. Owner is thanked for coming and told that they will be notified of the Board's decision within fifteen (15) business days.
7. Board ruling without Owner present.
8. Enforcement procedures as applicable.
9. Adjournment.

INTERNAL AND ALTERNATIVE DISPUTE RESOLUTION

Unless otherwise stated, the Association's dispute resolution procedures will follow the default procedures under the Davis-Stirling Act, starting at Civil Code § 5900. Below are the Civil Code sections concerning the default procedures for internal dispute resolution (IDR) and alternative dispute resolution (ADR) under the Davis-Stirling Act.

Internal Dispute Resolution

Civil Code § 5900

(a) This article applies to a dispute between an association and a member involving their rights, duties, or liabilities under this act, under the Non-profit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the governing documents of the common interest development or association.

(b) This article supplements, and does not replace, Article 3 (commencing with Section 5925), relating to alternative dispute resolution as a prerequisite to an enforcement action.

Civil Code § 5905

(a) An association shall provide a fair, reasonable, and expeditious procedure for resolving a dispute within the scope of this article.
(b) In developing a procedure pursuant to this article, an association shall make maximum, reasonable use of available local dispute resolution programs involving a neutral third party, including low-cost mediation programs such as those listed on the Internet Web sites of the Department of Consumer Affairs and the United States Department of Housing and Urban Development.
(c) If an association does not provide a fair, reasonable, and expeditious procedure for resolving a dispute within the scope of this article, the procedure provided in Section 5915 applies and satisfies the requirement of subdivision (a).

Civil Code § 5910

A fair, reasonable, and expeditious dispute resolution procedure shall at a minimum satisfy all of the following requirements:

(a) The procedure may be invoked by either party to the dispute. A request invoking the procedure shall be in writing.
(b) The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for the association to act on a request invoking the procedure.
(c) If the procedure is invoked by a member, the association shall participate in the procedure.
(d) If the procedure is invoked by the association, the member may elect not to participate in the procedure. If the member participates but the dispute is resolved other than by agreement of the member, the member shall have a right of appeal to the board.
(e) A resolution of a dispute pursuant to the procedure, which is not in conflict with the law or the governing documents, binds the association and is judicially enforceable. An agreement reached pursuant to the procedure, which is not in conflict with the law or the governing documents, binds the parties and is judicially enforceable.
(f) The procedure shall provide a means by which the member and the association may explain their positions. The member and association may be assisted by an attorney or another person in explaining their positions at their own cost.*
(g) A member of the association shall not be charged a fee to participate in the process.

Civil Code § 5915

This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided

in this section is fair, reasonable, and expeditious, within the meaning of this article.

(a) Either party to a dispute within the scope of this article may invoke the following procedure:
  (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
  (3) The board shall designate a director to meet and confer.
  (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
  (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(b) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

  (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
  (2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

(c) A member may not be charged a fee to participate in the process.

Civil Code § 5920

The annual policy statement prepared pursuant to Section 5310 shall include a description of the internal dispute resolution process provided pursuant to this article.

A Member or Association provide written notice to the other party at least 10 days in advance if they are going to be assisted by an attorney or other person at the IDR. If an attorney or other person assisting the member or association appears without providing the other party with notice, the other party may reschedule or cancel the IDR.

<u>Alternative Dispute Resolution</u>

Civil Code §5925

As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.
(2) Enforcement of the Non-profit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
(3) Enforcement of the governing documents.

Civil Code § 5930

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.
(c) This section does not apply to a small claims action.
(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

Civil Code § 5935

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
    (1) A brief description of the dispute between the parties.
    (2) A request for alternative dispute resolution.
    (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
    (4) If the party on whom the request is served is the member, a copy of this article.
(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

Civil Code § 5940

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a

Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

Civil Code § 5945

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

Civil Code §5950

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.*Civil*

Code § 5955

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

Civil Code § 5960

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

Civil Code § 5965

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

> Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

ARCHITECTURAL GUIDELINES

OBJECTIVE

The objective of the Architectural Review procedure, as overseen by the Design Review Committee ("DRC"), is to review and evaluate proposed Improvements, modifications and physical changes ("proposed improvements") to the Owners' separate interest and the structures and residences located thereon in order to maintain a uniform and aesthetically pleasing harmony of design throughout the Association which in turn protects and preserves property values.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., are considered during the review and evaluation of an application submitted to the DRC.

In addition to complying with the Association's Governing Documents including these Architectural Guidelines, proposed improvements must also comply with all municipal codes and ordinances. However, approval by any governmental agency does not constitute approval by the Association and does not negate the Owner's obligation to also obtain Association approval, and vice versa.

There are no protected view rights for separate interest Units in the Association. By accepting a deed to a Condominium, each Owner acknowledges that any construction or installation by Declarant, other Owners or the Association may impair the view of such Owner, and each Owner consents to such impairment.

GENERAL GUIDELINES

1. Any proposed improvements to an Attached Residential Unit or Detached Residential Unit, including Association Maintenance Areas, Exclusive Use Porch Areas and Exclusive Use Yard Areas (collectively "Residential Unit") must comply with the procedure set forth in Article 8 of the Association's Declaration.

2. Owners may not modify, alter, build or construct any improvements or exterior physical changes to their Residential Unit unless and until they have submitted an application including plans and specifications for the proposed improvement to the DRC and have obtained prior written approval of the application from the DRC.

   It is incumbent upon Owners to determine whether a proposed improvement requires prior approval from the DRC and the Association shall not be responsible for any costs incurred by an Owner, including construction and material costs and attorney's fees and costs, who fails to make this determination and/or fails to obtain the requisite approval for an improvement prior to construct or making the same.

3. Owner's shall complete the installation of landscaping and landscaping improvements on all portions of their Residential Unit yard areas not otherwise landscaped by the Declarant in accordance with an application approved by the DRC within six (6) months of the date of the close of escrow.

   The DRC shall have thirty (30) days from the date of receipt of a **complete** application, including plans and specifications, for proposed improvements within which to approve or disapprove the application. All approvals or denials must be in writing. If the DRC fails to approve or disapprove an application within thirty (30) days, the Owner requesting the approval may submit a written notice to the DRC advising it of its failure to act. If the DRC fails to approve or disapprove the plans and specifications within fifteen (15) days after receipt of said notice, said application shall be deemed approved.

4. The DRC or Board has the right to inspect any improvement after completion per Section 8.8 of the Declaration.

5. An Owner who receives written approval by the DRC must complete construction of the improvements pursuant to such approval within twelve (12) months of the date of approval. In the event construction of the improvements is not completed within twelve (12) months of the date of approval, that approval shall be deemed to have expired and a new application and approval will be required.

6. Wooden fences may be replaced with vinyl fences of the same or similar color and appearance.

   Owners are permitted to install decorative and/or custom security screen doors on the front door of their residence provided the color of said screen door matches the color of the front door or the trim of the structure.

   Owners are permitted to replace the existing garage doors with garage doors with window inserts provided that such insert are in the top panels only, are clear and are square or rectangular in shape.

7. Owners and their agents and contractors are not permitted to modify or remove any portion of the sidewalks, curbs, gutters, driveways aprons, walkways, and/or streets or install additional concrete extensions or other improvements on the driveways, or walkways, or side yard entryways, Common Area, or Association Maintenance Areas, without the prior written consent of the DRC and the City. Owners will be held financially responsible for any and all damage or unapproved construction to such areas, walkways, sidewalks, curbs, gutters, driveway aprons and streets in any way caused by the Owner and/or their agents.

8. Any proposed changed to the Residential Unit, or Improvement appurtenant thereto, must conform to the existing color scheme and aesthetics of the community and home. The following hardscape improvements are permitted: (note - even a permitted material or original color must be submitted for approval by the DRC)

    a. Concrete of the same color and type as originally installed (e.g., gray) [note that concrete of the same color is preferred by the DRC];

    b. Stamp concrete of the same color as originally installed or color that matches or is in harmony with the existing color scheme, and with a design that is aesthetically appealing and in harmony with the community; and

    c. Pavers with colors that match or is in harmony with the existing color scheme, and with a design that is aesthetically appealing and in harmony with the community;

9. An owner is prohibited from altering or obstructing natural drainage courses, drainage improvements, irrigation improvements, or materially adding to the natural water volume of a drainage course over any portion of community. An architectural plan must show existing drainage and irrigation improvements before and after the proposed installation or construction.

10. Any owner installed improvement shall become the responsibility of the owner to maintain, repair, and replace.

FEES AND DEPOSITS

1. The Association utilizes an outside consultant to review of applications for proposed Improvements. The applicant shall be responsible for payment of any and all fees, costs and expenses charged by the consultant and/or associated with their application.

2. A $50.00 application fee is required for Improvements complying with Pre-Approval Rear Yard Policies (below).

3. A $170.00 application fee is required for all other rear yard Improvements outside the scope of the Rear Yard Pre-Approval Policy. These items include, but are not limited to, pools, spas, and patio covers.

PLAN SUBMITTAL AND RE-SUBMITTAL

1. The following items are required for an application to be considered "complete" order for the DRC to process the same within the time period provided by the Governing Documents. An Owner's failure to submit a complete application will result in the same being returned without processing. The Association will not be responsible for any costs or expenses incurred by an Owner due to delays caused by the Owner's failure to submit a complete application.

    a. Three (3) sets of plans, specifications, drawings and other pertinent information.

    b. Three (3) copies of the Architectural Request Form.

    c. Three (3) copies of the Submittal Checklist filled out with the appropriate boxes checked.

    d. Payment of the appropriate fee as set forth above which fee shall be made payable to the BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION.

    e. Three (3) copies of the Neighbor Notification Form.

2. Incomplete applications will be returned to the Owner and denied.

3. The DRC reserves the right to require technical and engineering specifications for certain improvements. The applicant Owner shall be responsible for the cost to prepare the same.Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the DRC to make an informed decision on the application.

4. **If your Residential Unit has ANY type of restriction, including, without limitation, easements and setbacks, it is your responsibility to ensure you your application complies with those restrictions. Neither the DRC nor the Board has the authority to approve, waive or supersede any restriction on your Residential Unit and it is therefore your responsibility to ensure that your application is consistent with any such restrictions as failure to do so may result in any approval of your application being deemed void.**

5. If an application is denied by the DRC, Owners may resubmit the same as revised to correct any deficiencies with the original application. The DRC shall have an additional forty-five (45) days to process any resubmitted application.

6. Right of Appeal: An Owner may appeal the denial of an application by the DRC to the Association's Board of Directors. The owner must submit their appeal of the DRC's, denial in writing within thirty (30) days of date of the denial by

the DRC. The Board shall consider the appeal within thirty (30) days of receipt of the written request for the same. If the Board does not render a decision within that thirty (30) day period, the appeal shall be deemed denied. The decision of the Board shall be deemed binding and final.

CONTRACTOR AND INSTALLATION GUIDELINES

1. Owners shall be responsible for ensuring that their agents, contractors and sub-contractors and their respective employees adhere to the Associations Governing Documents, including the Declaration, the Rules and Regulations and these Architectural Guidelines. Any violation of any provision of the governing documents by an Owner's agent, contractor or sub-contractor may subject the Owner to an enforcement action.

2. Owners are responsible for ensuring that all contractors and workers are informed of the proper procedures.

3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.

4. All Owners are responsible for all damages of any kind and in any location in any way caused by their agent, contractor, sub-contractor or their employees.

5. In order to avoid damage to right of way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place, or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Residential Unit.

6. Owners and their contractors are required to comply with all Federal, State and City storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their Residential Unit. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.

7. Contractors are required to clean up each day after construction by sweeping the sidewalk and street area. Contractors are prohibited from flushing dirt, debris, sand or other similar materials into the street or gutter areas. Any and all best management practices for storm water pollution must be strictly followed. Owner's agents, contractors, sub-contractors and/or other service providers are prohibited from trespassing onto any Residential Unit other than the Unit of the Owner who has engaged their services.

8. No construction trailers, machinery and/or equipment may be stored overnight on the Private Streets, Association Property, Common Area, or Association Maintenance Areas.

9. Dumpsters will not be placed in the Community without the written permission of the DRC or the Board. Dumpsters will be emptied regularly as necessary, to prevent overflowing and must be covered at all times when materials are not being deposited therein.

10. Sand bags or other erosion or sediment control devices installed by the Declarant may not be removed until the Owner's Residential Unit is landscaped and the planting is established. Exception: broken sand bags must be removed and replaced immediately.

11. Owners shall ensure that there is no runoff from the Owner's Residential Unit onto any adjacent Unit, Association Property or common area and shall be responsible for any damages caused as the result of the Owner's failure to prevent any such runoff.

REAR YARD PRE-APPROVAL POLICY AND PROCEDURE

POLICY

1. Subject to the conditions described below, rear yard improvements, which are comprised of only cement flat work, grass, shrubs and/or small trees that will not reach a height of more than five feet (5') are pre-approved provided you adhere to the procedure listed below. Also pre-approved are other structures, such as brick, concrete or rock gas barbeque grills, gas fire pits, waterfalls, fountains or benches, provided that they are installed and set back no less than 5 feet (5') from any property lines and provided that no portion of the construction is higher than five feet (5'). In addition, pre-approval is provided only on the following conditions:
   a. The improvements do not in any way alter the grade or drainage of the Residential Unit unless an adequate alternative drainage pattern that does not negatively impact any adjoining property is provided; and

   b. Any path, planter or shrub lighting used must not be in excess of the wattage used in standard low voltage landscape lighting.

2. Any improvements that do not meet the guidelines outlined above are not approved and require submittal of an application to, and the approval of the DRC.

3. The above guidelines *exclude any* pool, spa or similar equipment AND *exclude work* that is elevated above grade such as gazebos, patio covers, raised patio decks, raised lighting (i.e., pole lights), raised planters, any trees that in their natural habitat would grow to height of more than five feet (5') and any stairs, large permanent play structures or retaining walls of any type.

4. Any modification or physical change to the any exterior improvement shall conform to the material, colors, character and detailing of the existing improvements within the Association.

5. **Please review the above guidelines carefully. If you are unsure as to whether a proposed modification requires the prior written approval of the Association pursuant to an application, please contact the property management office.**

6. Pre-approval from the Association pursuant to this section shall not constitute a waiver or approval from any County, City or other local municipality or entity from which approval or a permit may be required.

PROCEDURE

1. If your proposed project meets the foregoing requirements for pre-approval, you must fill out the Architectural Request Form, submit plans and remit the $50.00 processing fee to the Association not less than forty-five (45) days prior to the start of the project. The Association will respond to the Request in writing advising that you are approved to proceed.

2. Owners must complete construction and/or installation of proposed rear yard improvements within 120 days of receipt of approval from the Association for the same. Within twenty (20) days following the completion of proposed improvement, the Owner must submit a Notice of Completion Form with photographs of the completed work to the Association.

3. Any Owner who fails to comply with all the foregoing requirements may have the improvements deemed unapproved and may be subject to an enforcement.

REQUIRED INFORMATION FOR ARCHITECTURAL REVIEW

(Only relevant to submittals **outside the scope** of the Rear Yard Pre-Approval Policy)

While it is *not required to use an outside architect to draft your plans, the plans* ***must*** *detail the following items and follow the Submittal Requirements Checklist:*

A. PROPORTION:

When a plan has proportion, the drawing represents elements that are in the same relative ratio to each other. A two car driveway which is typically 16 feet wide is drawn about 3 times as wide as a side yard or entry walk that has a width of 5 feet. The scale of the plan doesn't really matter; it is the relative size and distance of the elements represented on the plan that are in the same ratio to each other throughout the plan.

B. SCALE:

The scale of the drawing is the ratio at which the plan is drawn relative to the actual dimension or size of the element being represented on the plan. If the scale is one eighth of an inch, equals one foot (1/8” = 1’-0”), then that means that every 1/8 inch measured on the plan represents 1 foot in the actual yard or house. So a two car driveway that is 16 feet wide would be drawn two (2) inches wide on the plan. If the scale were: 4 = 1’-0” then the 16 feet wide driveway would be 4

inches wide on the plan.

C. PLANTER WALLS. RETAINING WALLS, SEAT WALLS, PILASTERS, FENCES, GATES, ETC.:

Plans need to show/call out all materials (concrete, stone, flagstone, stucco, brick, wrought iron, etc.) colors, finishes, dimensions, heights, widths, any design that might be incorporated into the elements above, setbacks from property lines and sidewalks or streets.

D. TRELLIS:

Plans need to show where the patio cover will be located including the outline of the patio cover not just the posts. Include dimensions, sections (top view and side view), elevations, details (any design or lattice or other feature incorporated into the patio cover), member sizes (size beams used on the top of the patio cover, and the size of the post being used to hold the patio cover), finishes, colors, etc. ***Just putting in writing a description* of *the patio cover will not be accepted.*** A drawing, photograph, or manufacturer's catalog page will be accepted as a sample of what the patio cover will look like. If the manufacturer's catalog page is provided, the homeowner needs to circle the patio cover which they are proposing.

E. EXISTING OR PROPOSED ELEMENTS:

Plans need to call out if the elements exist or proposed. Some lots have front yards installed by the developer, but the homeowner is making minor changes to the front, so the plans need to show what is proposed and what currently exists. A number of yards have been completed for some time and the homeowners are making changes to the completed yard, we need to know exactly what is being proposed and what has been approved and what currently exists in the yard at the present time.

F. FIREPLACES:

Plans need to show the location of the fireplace, and the setbacks from the property line walls. Included in the plans is a photograph, scaled drawing or catalog cut sheet of the fireplace showing the dimensions (width and height including spark arrestor), colors, materials, etc.

G. PLANTING:

For planting to be reviewed, plans need to show the location of all trees and shrubs, the size of container from which it will be planted (1 gallon, 15 gallon, 24 inch box), the common and BOTANICAL name (scientific name which can be found on the internet or books). If the names of the planting material are not noted next to the plants/shrubs/trees, a legend will need to be provided to show the

symbols with the botanical (scientific name) and common name of the planting material.

H. WATER FEATURES:

Provide a drawing, photograph or catalog cut sheet of proposed water feature. The picture sample needs to note the dimensions, heights, widths and setbacks from the property line walls. If a drawing or photograph is not included with the plans, then homeowner needs to write on plans the exact height of the fountain and the setbacks from the property line fence/wall.

I. ALL SUBMITTALS SHOULD INCLUDE PHOTOS OF THE HOUSE:

Include photos of the face of the house, front and rear yard. Photos will show existing elements, size of yard, shape of lot, etc.

J. ASSOCIATION AREAS:

Plans need to label any Association Property and Association Maintenance Areas adjacent to the property or on the property. We cannot be responsible for knowing where these areas are located if they are not noted on the plan.

K. SETBACKS:

Plans need to show the setbacks of all architectural structures. Elements such as, but not limited to patio covers, arbors, gazebos, fireplaces, fountains, etc., is measured from the property line wall to the outer most point of the elements. Architectural structures such as front walls, pilasters, boulders, etc. are measured from the face of the structure to the sidewalk or street whichever is most restrictive.

L. DRAINAGE/IRRIGATION

Plans need to show existing drainage and irrigation improvements and such improvements after the proposed installation or construction.

HOUSE PAINTING PROCEDURE SUBMITTAL REQUIREMENTS (Detached Residential Units)

1. Photographs of all four (4) sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.

2. Photographs of the front of the houses on either side of the home being processed.

3. Color swatches of the colors to be used and an explanation of where such colors are to be used.

4. Photograph or plan marked up to indicate which color is to be applied to which

surface.

5. Justification statements. See below.

JUSTIFICATION STATEMENT

1. Provide a written statement as to whether a color change is desired and if so, on what surfaces and elements.

2. Provide a written statement explaining the selection of colors. It is important to provide justification relating to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)

3. If the existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.

4. Provide any photographs or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Do not use a small shed to justify painting a two-story house or a large estate or a commercial building to justify a single family residence.

5. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home, the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

REVIEW ELEMENTS

1. Appropriateness of color scheme to architectural style.

2. Color tone and intensity in keeping with overall neighborhood.

3. Color tone and intensity in keeping with size of home and separation from neighbors.

4. Color compatibility with adjacent homes.

5. Does not repeat color scheme of an adjacent home.

Attached Residential Unit structures are maintained by the Association.

SYNTHETIC TURF GUIDELINES

OVERVIEW

Due to restrictions/reductions by various government entities on the use of one of our

most precious natural resources, water, the Board of Directors has decided to provide this bid specification for the installation of synthetic turf. Additionally, there have been several requests from our members for architectural approval of the installation of synthetic turf. Our desire is to give a variety of choices while limiting materials to the best, most natural looking. It is not in our members' best interests to see their property values diminished due to the use of inferior materials. For this reason, we have done extensive research into the products and processes currently available and provide the following guidelines.

A handful of synthetic turf manufacturers make up the industry. The turf is then marketed & installed, mostly by professional synthetic turf installers and licensed landscape contractors. Southwest Greens of Southern California is the company that your Board consulted with in developing these specifications. We have looked at samples of their products and have pre-approved the following Southwest Greens products: GB-044 Fresh Green with Green Brown Thatch; GB-098 Olive Blend or Green-Jade Thatch.

If you choose to use a turf product other than the products mentioned above from Southwest Greens, the product must meet these minimum standards (a sample of the product with written specs must also be submitted with the application for architectural review, before installation):

REQUIREMENTS FOR INSTALLATION

- Turf must be natural in appearance;
- Pile height must be at least 1 1/2 to 2 inches;
- Pile weight-60 ounces minimum;
- Turf must have a minimum of an 8-year product warranty;
- Turf must have a minimum 1-year installation/workmanship warranty;
- Turf must have UV protection;
- Turf must provide adequate drainage;
- Turf cannot be placed directly on top of existing grass, dirt or Hardscape;
- Turf must be adequately secured (no ripples or seams showing);
- Turf edges must be finished;
- Turf must have prepared base of infill;
- No felt backing;
- Turf product must have thatch.

Synthetic turf may be installed either (i) by a licensed contractor expert in the installation of synthetic turf who shall be specifically identified in the architectural application submitted to the Association; or (ii) by the Owner, in which event the installation shall be inspected by the Association's landscape architect at the Owner(s) expense who shall have sole discretion in determining whether the installation meets the standards of an expert installation of synthetic turf.

Synthetic turf must include a weed barrier and a properly prepared aggregate base for drainage. Only turf requiring infill installation will be allowed. Infill material installation shall be according to turf manufacturer specifications or based upon standard industry guidelines (see below).

REQUIRED MAINTENANCE

Infill must be recharged or replaced if odor or deterioration occur.

Turf must be cleaned, and the pile raked/fluffed periodically to maintain its appearance.

When artificial turf reaches the end of its lifespan and no longer appears natural in color and appearance, or has suffered irreparable damage or wear, the turf must be replaced, as conditioned by this approval.

ASSOCIATION OF SYNTHETIC GRASS INSTALLERS – ASGI.US I N STALLATION GUIDELINES

a. Primary layer on native soil: non-woven, highly permeable soil stabilizing fabric for the soil type and conditions of the installation. Fabrics must be porous and not impede infiltration of normal watershed to appropriate drainage solutions required by any other related CC&R of property;

b. Minimum 3" – 5" of appropriate compactable aggregate base with subsequent or additional imported base materials and fabric layers, as required;

c. Acceptable artificial turf includes an 8- y e a r (PE & PP) manufacturer warranty against UV degradation (fading and discoloration) and the style and color selection must compliment other adjacent natural lawn and landscaped grass within the community;

d. Acceptable backing materials include perforated, vertically draining, latex or polyurethane coated materials to provide optimum tuft bind and maximum permeability. Horizontally draining backings must not be infilled; infill materials are prone to migrate into drainage systems;

e. Acceptable infill materials will include but are not limited to recycled rubber crumb, acrylic coated silica sand, recycled PET bead lets, thermo-plastic elastomer coated silica sand, semi-round silica sand. Sub-angular silica sand may not be used as infill materials;

f. All materials submitted for approval must be accompanied by test documentation which declare that the artificial turf yarn and backing materials are disposable under normal conditions, at any US landfill station (Total Content Leach Protocol

(TCLP) test);

g. Infill materials, type and amount, per square foot, installed, as suggested by the turf manufacturer or based upon standard industry guidelines;

h. Surfaces must appear seamless and edges must appear natural, and well groomed;

i. Total surface installation must be water permeable with minimum 25 inch/Hour Permeability Rating; and

j. All job materials used for surfaces must pass applicable fire retardancy ratings including pill burn test.

SUBMITTING YOUR PLAN

All installations must be approved by the DRC and submissions must include the following materials and information:

a. Completed Home Improvement Application including plot plan;

b. A description of the Artificial Turf System that will be used including specific information on:

1) Artificial Grass Surface including validation of total lead (Pb) content in yarn fibers,
2) Definition of type and depth of aggregate base materials & site construction plan,
3) Definition of soil stabilizing fabric including permeability specification sheet & a Material Safety Data Sheet ("MSDS"),
4) Definition of infill materials including specification sheet & a MSDS,
5) Definition of seaming materials and adhesives including specification sheet & a MSDS,
6) Copy of manufacturer's warranty for all materials, workmanship and builder's warranty statement for workmanship for construction (California Contractors are required to provide a minimum of 1-year workmanship warranty)

c. A description and proposed plan for drainage of the affected area; include materials lists and site plan;

d. A minimum 12" by 12" sample of the exact artificial turf or synthetic grass surface materials to be used - substitutions are not allowed without prior approval.

PRE-APPROVED PLANT LIST
(Boulder Point – Attached Residential Units)

Below is a list of trees planted within the Boulder Point community – Attached Residential Units:

- Arbutus unedo / Strawberry Tree
- Cercis occidentalis / Western Redbud
- Eriobotrya deflexa / Bronze Loquat
- Lagerstroemia i. 'Muskogee' / Crape Myrtle Var.
- Rhus lancea / African Sumac
- Platanus racemosa / California Sycamore
- Quercus agrifolia / Coast Live Oak
- Lophostemon confertus / Brisbane Box
- Magnolia g. 'Little Gem' / Little Gem Magnolia

Below is a list of shrubs planted within the Boulder Point community – Attached Residential Units:

- Agapanthus a. 'Peter Pan' / Lily of the Nile Var.
- Aloe spp. / Aloe Var.
- Anigozanthos flavidus / Kangaroo Paw Var.
- Bougainvillea spp. / Bougainvillea Var.
- Carex tumulicola / Foothill Sedge
- Ceanothus L.T. Blue / White Bark Mountain Lilac
- Cistus c. 'Santa Cruz' / Santa Cruz Rockrose Var.
- Cistus purpureus / Orchid Rockrose Var.
- Dianella c. 'Cassa Blue' / Lily Flax Var.
- Dietes bicolor / Fortnight Lily Var.
- Elaeagnus p. 'Fruitlandii' / Silverberry Var.
- Festuca o. 'Elijah Blue' / Blue Fescue Var.
- Fremontodendron 'California Glory' / Flannelbush Var.
- Hemerocallis spp. / Daylily Var.
- Heteromeles arbutifolia / Toyon
- Ligustrum j. 'texanum' / Texas Privet Var.
- Muhlenbergia rigens / Deer Grass
- Nandina domestica / Heavenly Bamboo
- Phormium spp. / New Zealand Flax Var.
- Pittosporum 'Golfball' / Pittosporum Var.
- Pittosporum t. 'Variegata' / Varigated Tobira Var.
- Plumbago ariculata / Cape Plumbago
- Podocarpus 'Maki' / Shrubby Yew Pine
- Prunus c. 'Bright 'n Tight' / Carolina Laurel Cherry Var.
- Pyracantha 'Santa Cruz' / Firethorn Var.
- Rhamnus c. 'Eve Case' / Coffeeberry Var.

- Rhaphiolepis i. ‘Ballerina’ / Indian Hawthorn Var.
- Rhaphiolepis indica / Indian Hawthorn Var.
- Rhus integrifolia / Lemonade Berry
- Rosmarinus o. ‘Tuscan Blue’ / Rosemary Var.
- Salvia gregii / Autumn Sage
- Salvia leucantha / Mexican Sage Bush
- Trachelospermum jasminoides / Star Jasmine

Below is a list of vines planted within the Boulder Point community – Attached Residential Units:

- Distictis buccinatoria / Blood Red Trumpet Vine
- Macfadyena unguis 'Cati' / Cat's Claw

Below is a list of groundcover planted within the Boulder Point community – Attached Residential Units:

- Gazania leucolaena / Trailing Gazania
- Myoporum p. ‘Putah creek’/ Putah Creek Myoporum
- Rosmarinus o. ‘Prostratus’/ Prostrate Rosemary Var.
-

PRE-APPROVED PLANT LIST
(Ridgeline– Detached Residential Units)

Below is a list of trees planted within the Ridgeline Community- Detached Residential Units:

- Cercis occidentalis / Western Redbud
- Eriobotrya deflexa / Bronze Loquat
- Lagerstroemia i. ‘Muskogee’ / Crape Myrtle Var.
- Rhus lancea / African Sumac
- Platanus racemosa / California Sycamore
- Quercus agrifolia / Coast Live Oak
- Lophostemon confertus / Brisbane Box
- Magnolia g. ‘Little Gem’ / Little Gem Magnolia

Below is a list of shrubs planted within the Ridgeline Community - Detached Residential Units:

- Agapanthus a. 'Peter Pan' / Lily of the Nile Var.
- Carex spp. / Sedge Var.
- Cistus purpureus / Orchid Rockrose Var.
- Dianella c. ‘Cassa Blue’ / Lily Flax Var.
- Dietes bicolor / Fortnight Lily Var.

- Festuca o. 'Elijah Blue' / Blue Fescue Var.
- Fremontodendron 'California Glory' / Flannelbush Var.
- Hemerocallis spp. / Daylily Var.
- Hesperaloe parviflora / Red Yucca
- Heteromeles arbutifolia / Toyon
- Ligustrum j. 'texanum' / Texas Privet Var.
- Muhlenbergia c. 'Pink Muhly' / Pink Muhly
- Nandina domestica / Heavenly Bamboo
- Phormium t. 'Pink Stripe' / New Zealand Flax Var.
- Pittosporum 'Golfball' / Pittosporum Var.
- Pittosporum t. 'Variegata' / Varigated Tobira Var.
- Podocarpus 'Maki' / Shrubby Yew Pine
- Prunus c. 'Bright 'n Tight' / Carolina Laurel Cherry Var.
- Pyracantha 'Santa Cruz' / Firethorn Var.
- Rhaphiolepis i. 'Ballerina' / Indian Hawthorn Var.
- Rhaphiolepis t. 'Clara' / Indian Hawthorn Var.
- Rosmarinus o. 'Tuscan Blue' / Rosemary Var.
- Salvia gregii / Autumn Sage
- Salvia leucantha / Mexican Sage Bush
- Trachelospermum jasminoides / Star Jasmine

Below is a list of vines planted within the Ridgeline Community - Detached Residential Units:

- Distictis buccinatoria / Blood Red Trumpet Vine
- Macfadyena unguis 'Cati' / Cat's Claw

Below is a list of groundcover planted within the Ridgeline Community- Detached Residential Units:

- Gazania leucolaena / Trailing Gazania
- Myoporum p. 'Putah creek' / Putah Creek Myoporum
- Rosmarinus o. 'Prostratus' / Prostrate Rosemary Var.

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

ARCHITECTURAL REQUEST FORM

Return to: Prime Association Services, 27290 Madison Ave., Suite 300, Temecula, CA 92590

Name:_____ Date:_____

Property Address:_____

Mailing Address (if different from above)_____

Home Phone:_____ Business/Mobile Phone:_____

I. Proposed Project Information

Describe the proposed improvement in detail:

_____

_____

_____

_____

II. Neighbor Advisement

With your submittal, please include three (3) copies of the Neighbor Notification Form, signed by any neighbors who will be visually impacted by your proposed improvements(s). This includes any adjacent or neighboring Residential Units, which may be visually impacted by your improvements(s) from their rear yard (not required for items covered by the Rear Yard Pre• Approval Policy).

III. Documents Required for Submittal: Rear Yard Pre-Approval Policy

- o Three (3) sets of detailed plans as specified in the Rear Yard Pre-Approval Policy
- o Three (3) sets of this application form
- o $50.00 processing and review fee

IV. Documents Required for Submittal: All other submittals per Community Architectural Guidelines and Procedures

- o Three (3) sets of detailed plans as specified in the Community Architectural Guidelines
- o Three (3) sets of this application form
- o $170.00 processing and review fee (rear yard)
- o Completed Neighbor Notification Form

By signing this document, I certify that the items included represent a true representation of the Improvements that I plan to make to my property. Owner's

Signature:_____ Date: _____

NEIGHBOR NOTIFICATION FORM



REAR LEFT NEIGHBOR



REAR NEIGHBOR



REAR RIGHT NEIGHBOR



LEFT NEIGHBOR



YOUR HOME



RIGHT NEIGHBOR



FRONT LEFT NEIGHBOR



FRONT NEIGHBOR



FRONT RIGHT NEIGHBOR

If neighbor is not impacted by Improvements, then write "Not Impacted" in signature line. Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Community Association.

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

NOTICE OF COMPLETION FORM

This form must be completed and returned to the Community Association within 30 days after the approved Improvements have been completed.

Owner Name: _____

Property Address: _____

Mailing Address: _____

Phone No.: _____

Email: _____

Summary of Completed Improvements: _____

_____

_____

_____

_____

Attachments (Check box to indicate they have been enclosed):

By signing this form, the Owner is stating that Improvements have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the Community Architectural Guidelines.

Print Name: _____

Signature: _____

Date: _____

Return form to: Prime Association Services
27290 Madison Avenue, Suite 300,
Temecula, California 92590
Phone: (800) 706-7838
Fax: (800) 706-7858

COLLECTION POLICY

POLICY: Pursuant to provisions of Senate Bill 137 and The Davis-Sterling Act, The Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges, finance/interest charges and reasonable attorney and/or collection fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5655. and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the Pre Lien (Intent to Lien) notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney/collection fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 5650.

Returned Check Charges - The bank charge (currently $35.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

Address for Overnight - The Association's address for overnight delivery shall be: Prime Association Services, 635 Camino de Los Mares, Suite 100, San Clemente, CA 92673.

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars ($10.00) is charged to the delinquent homeowner's account. Any balance on the account will generate a late charge and interest, including fines.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement. Upon Board approval, **Suspension of Privileges**.

60 Days Past Due:

A **Pre Lien (Intent to Lien)** package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5660 informing them of their right to participate in dispute resolution under the association's **"Meet and Confer"** program **(IDR)** Civil Code 5910 and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged $125.00 for issuance of the Pre Lien letter plus $25.00 per owner(s) exceeding two.

90 Days Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged $364.00 for the fees and any other costs, associated plus $25.00 per

owner(s) exceeding two, with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First-Class Mail. Note the Board may elect to pursue **Small Claims Action** pursuant to Civil Code 5705(b), in addition to or in lieu of filing a lien against the property. The delinquent homeowner's account shall be charged $450.00 for the fees and any other costs associated with the preparation and recording of a Small Claims Action.

Pre Foreclosure:

Upon Board approval, the delinquent account will be assigned to the Association's attorney (Preparation fee for Attorney File $350.00). Attorney will prepare an **Intent to Foreclose** letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's **"Meet and Confer"** program or by A**lternative Dispute Resolution (ADR)**, Civil Code 5920.

Foreclosure:

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a J**udicial Foreclosure or Non-Judicial Foreclosure** of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 5705., 5715., 5720. for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed $1800.00 or the assessments are more than twelve months delinquent. In lieu of proceeding with the foreclosure of the assessment lien, the Board may elect to proceed with a **Small Claims Action** or a **Judicial Lawsuit** for collection of the delinquency at any time after a lien has been filed. This is an option and not a requirement. The delinquent homeowner's account shall be charged for all the fees and any other costs associated with the preparation and recording these actions.

BOULDER POINT AND RIDGELINE COMMUNITY ASSOCIATION

SECURITY CAMERA INSTALLATION POLICY

NOTICE OF EXTERTNAL SECURITY CAMERA INSTALLATION

Owner Name: _____ Date: _____

Address: _____

Home/Cell Phone: _____ Email: _____

Security Camera Agreement:
Submit the following:

1. Completed and Signed copy of this form
2. Plot and/or drawing showing placement of cameras and angle-of-view in relationship to neighboring structures

I have read the Security Camera Installation Policy for the Association and agree to install (or have installed) all devices per the policy established. The device will be (was) installed:

☐ by a commercial vendor (including KB) at time of construction; ☐ by me

I understand that if the camera system is moved or cameras are added, I will resubmit an application with new camera locations. I understand that, I am 100% monetarily responsible for the installation costs of the system, including painting any external cables or wires to match the existing structure. I also know that I am responsible for ensuring installation of the system includes but is not limited to proper waterproofing and stucco repair. I understand if I sell my home. I am responsible (unless requested in terms of the sale) for the removal of any cameras and auxiliary devices and must repair any and all damages to the area where camera(s) were installed, including all wires. I understand the state, local, and federal regulatory requirements relating to installation of external cameras on my home. I also understand the HOA does not give consent to make audio recordings from installed equipment on my home.

Signature: _____ Date: _____

FAX or Mail to:
BOULDER POINT AND RIDGELINE HOMEOWNERS ASSOCIATION
c/o Prime Association Services
27290 Madison Ave, Suite 300, Temecula, CA 92590

Approved By: Date:

Security Camera Installation Policy

Installing any external home security system camera(s), excluding video doorbells, is considered an architectural alteration of the home's exterior and therefore requires written approval from the homeowner's association. (Use form "Notice of External Security Camera Installation")
Your application should include a plot and/or a drawing showing placement of cameras and angle-of-view in relationship to neighboring structures.
Submit the following:

1. Completed and Signed copy of this form
2. Plot and/or drawing showing placement of cameras and angle-of-view in relationship to neighboring structures

A violation will be issued if the Board of Directors deems your neighbor's right to privacy and quiet use and enjoyment of non-common area property(s) have not been considered in placement of cameras. The Board of Directors may also seek review of your application by the association's Legal Counsel (at homeowners' cost) if in question.
If you chose to install external security camera(s), they must be placed in the least intrusive or visible location possible. Never point cameras at windows, doors, or backyards of adjacent structures. There are laws for home security cameras that can penalize you for where you place camera(s).
This policy prohibits installation of any remotely adjustable camera(s), including but not limited to, Pan, Tilt, Zoom (PTZ) camera(s) in any area of Boulder Point and Ridgeline property including houses, common areas, and fences
Installation of external cameras should not exceed 9 feet in height (or equivalent to the ceiling height of the first floor).
Video doorbells are exempt from this policy if installed properly. Poor installations, including but not limited to, damage to stucco, or obvious gaps in coverage of stucco or paint are subject to violation and fine.

1. Homeowner must follow all state, local, and federal regulatory requirements when installing a home security system with external cameras.

2. Homeowner may only face cameras in a direction where you would not have a reasonable expectation of privacy.

3. Be mindful about placing your security camera where someone else's property may be in view. Neighbors should always be afforded a reasonable expectation of privacy.

4. The HOA does NOT consent to audio recordings from homeowner security systems. California requires the consent if two parties to recording of a two-part conversation in any manner of audio taping. Violation of this law is punishable under California

Penal Code Sections 631 and 632 and carries a fine of up to $2500.00 and up to one year in jail.

5. The homeowner is liable for any damages caused by installation or removal of any camera(s) attached to the structure of a home. Homeowner must ensure all installations that puncture the outer structure of a home is properly installed with appropriate waterproofing. All cables and wires must be hidden from view or painted to match the surface installed on.

6. The HOA, including the Management Company, is not indemnified in any neighbor-to-neighbor dispute, claim or lawsuit over camera placement and unauthorized use of audio recording.

Solar Walkway Lighting

Owners may install, at their own expense, solar walkway lighting. Lighting should be placed adjacent to the cement sidewalk leading to front door entrances. Lights should not be placed adjacent to garage doors. Lighting should be placed in the common area following the guidelines below.

Process:

1. Submit an Architectural Request Form

2. Submit the Neighbor Notification Form

3. Submit drawings showing placement of lights. Drawings should include dimensions (such as length of sidewalk), and the number of lights being installed. Please include photos or specifications detailing the style of lights being installed (This is just for our reference)

4. Fee: No fee is required for solar lights

Conditions:

1. Lights must be placed in a straight line adjacent to the sidewalk edge. Not scattered or staggered among the landscape plant material.
2. Lights should be placed no closer than 3-4 feet apart.

3. Lights should not extend higher than 24 inches.

4. Lights must be kept vertical and not allowed to tip or lean. Tipping and leaning can cause a trip hazard or possibility cause someone to step on the light. Leaning or otherwise disheveled lighting is subject to violation.

5. Lights should not be placed inside landscape plant material.

6. Lights are not to be used as up-lights to highlight trees, shrubs or buildings where they can be easily stepped on or knocked over.

7. Lights must be solar-only. No candles, open flames, mason jars, or hardwired lighting allowed.

8. HOA and Landscape maintenance is not responsible for broken, damaged or missing lights.

9. Owners are responsible for any landscape damage during installation of solar lights.

10. Lights should be installed using the stakes or anchors provided with the lights. No other techniques such as wooden stakes or garden planters should be used.

11. Lights must be sufficiently spaced apart to not impede landscape maintenance workers from doing their job safely while walking around in the common areas.

Election Rules

These Election Rules revoke all previous election rules, and all amendments thereto, and substitute in their place these Election Rules.

ARTICLE 1: DEFINITIONS

"Association" means the Boulder Point and Ridgeline Community Association, a California nonprofit, mutual benefit corporation.

"Board" or "Board of Directors" means the Board of Directors of the Association.

"Bylaws" means the Association's bylaws.

"CC&Rs" means the Association 's declaration as the term is defined in the Davis- Stirling Act.

"Director" means any member of the Association's Board of Directors .

"Davis Stirling Act" means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.

"Inspector of Election" means an inspector of elections as defined in the Davis- Stirling Act.

"Member" means a Member of the Association as defined in the Association 's CC&Rs.

"Separate Interest" means a separate interest as defined in the Association's CC&Rs.

ARTICLE 2: MEMBERSHIP MEETINGS

2.1 Generally.

Annual Meetings. The Association must hold an annual meeting each year to conduct any Association business requiring a membership vote. Such meetings may include Director elections, or other types of elections. The Board must set the date and hour to hold such meetings.

Special Meetings. Special meetings may be called for any lawful purpose by any of the following: (i) President of the Association, (ii) majority of a quorum of the Board, or (iii) Members constituting at least five percent (5%) of the voting power of the Association, or as required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying the nature of the business to be transacted. The Director or officer receiving the request must promptly deliver the request to the remaining Directors.

Date, Time and Location of Meetings.

Selected by the Board. Annual and special membership meetings will be held at a suitable location within the Association or reasonably close to the Association.

Selected by the Membership. If the date, time and/or location of a membership meeting selected by petitioning Members is unreasonable or contrary to the governing documents and/or statutory requirements, the Board is empowered to reschedule the date, time and/or location to something reasonable, relatively close to the original date, time and location requested by the Members calling the meeting, and compliant with the governing documents and statutory requirements.

2.2 Notice Requirements.

Notice of Special Meetings Called by the Board. Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Board must be given not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.

Notice of Special Meetings Called by Petition of the Members. Except where one or more different periods are required by superseding provisions of the Davis- Stirling Act, all the following requirements apply: Notice of special meetings called by the Members must be given by the Board within twenty (20) days after the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with these Election Rules. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days following the Board's receipt of the request. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.

Notice Contents. The notice must specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the nature of the business to be transacted as specified by those persons calling the meeting (and that no other business may be transacted except as specified in the notice), or (ii) in the case of the annual meeting, those matters which the Board intends to present for action by the Members.

Delivery. Notice of any membership meeting must be given as follows:

1. Method of Delivery. Either personally, by electronic transmission (when consented to by the Member) or by first-class mail, charges prepaid .

2. Location of Delivery. To the Member: (a) at a primary or secondary address stated in a written notice provided by the Member to the Association pursuant to Civil Code §4041(a); or (b) if the Member fails to provide such notice, the last address provided in writing by the Member; or (c) if none of the above, the address of the Member's

Separate Interest.

3. Delivery Deemed Given. Notice of a membership meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to same.

Chair of Meeting. The President of the Board must call the membership meeting to order and must chair the meeting unless the President or most of the Board selects another person to chair the meeting.

Quorum. The quorum requirement for membership meetings is twenty-five percent (25%) of the voting power of the Association. The Members may be represented in person, by ballot, or by proxy. When a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, is an act of the Members unless the vote of a greater number is required by the Association's articles, Bylaws, CC&Rs or law. Under the Davis-Stirling Act, the quorum for an election to approve an assessment increase is more than fifty percent (50%) of the members.

Lack of Quorum. In the absence of a quorum at the beginning of a membership meeting, no business may be transacted except to adjourn the meeting to another date and time. A majority of the Members present and entitled to vote may adjourn the meeting, if at any meeting of the Association a quorum is not present. An adjournment for lack of a Quorum must be to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was called. If a new record date is fixed for notice or voting after the adjournment, a notice of the adjourned meeting must be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

Loss of Quorum. The Members present at a duly called membership meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the loss of quorum. The business must be approved by enough Members to constitute at least a majority of a quorum had a quorum been present.

ARTICLE 3: DIRECTORS

Number and Term of Directors. The Board will consist of three (3) Directors. Each Director shall serve for a two (2) year term. Successor directors shall be elected annually to replace those directors whose terms expire. All directors shall hold office until their respective successors are elected.

Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director, on the Board.

Candidates Must be Members. The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination.

Prior Ownership for One Year. To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year, proof of which must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either
be a candidate for or to serve on the Board.

Member in Good Standing. To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than sixty
(60) days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:

1. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.

2. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.

3. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.

Co-Owners Eligible for Only One Position . To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director.
Where two or more co-owners concurrently seek election to the Board, only the first nomination will be effective.

Criminal Conviction. A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

Internal Dispute Resolution. Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis- Stirling Act.

Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural

person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees are permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do, so.

One Directorship Only. No current Director may hold multiple positions on the Board. Any Director, whose term extends beyond a current election and who wishes to become a candidate for that election, must first resign his/her seat on the Board. This rule does not apply to a candidate whose term is expiring and who wishes to run for re-election.

ARTICLE 4: INSPECTOR(S) OF ELECTION

Selection.

Process. Prior to the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one (I) or three (3) persons as Inspector(s) of Election.

Eligible Inspector(s). The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:

1. Poll Workers. A volunteer poll worker with the County Registrar of Voters ;

2. Accountants. A licensee of the California Board of Accountancy, not under contract to the Association;

3. Notary Public. A notary public commissioned by the California Secretary of State.

4. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;

5. Professional Inspectors. Third party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

Duties. Duties of inspector(s) of Election include the following:

Membership. Determine the number of memberships entitled to vote and the voting power of each.

Validity of Proxies. Determine the authenticity, validity and effect of proxies, if any.

Closing and Reopening of Polls. Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast ballots if the polls were previously closed, all consistent with the Association 's other governing documents.

Receive Ballots. Receive all ballots. Once received by an Inspector of Election, ballots are irrevocable.

Custody. Sealed ballots, signed voter envelopes, voter list, proxies , and candidate registration list shall at all times be in the custody of the Inspector(s) of Election
or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has
expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the management company, is permitted to open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or the inspector(s) appointee(s) may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated .

Challenges. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the inspector(s) of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.

Counting Ballots. Count and tabulate all votes. All votes must be counted and tabulated by the Inspector(s) of Election or the inspector(s) appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the inspector(s) and his/her/their appointee(s).

Appoint Assistants. Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the inspector(s) of Election deem appropriate provided that such persons are independent third parties.

Results. Determine the tabulated results of the election.

Impartiality. Perform all duties impartially, in good faith, to the best of the ability of the Inspector(s) of Election, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.

Miscellaneous. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's governing documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.

Removal. The Board has the power to remove any inspector(s) who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

ARTICLE 5: NOMINATIONS

Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Civil Code §4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as candidates on the ballot provided (i) they meet candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.

Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.

Floor Nominations. Nominations from the floor are only allowed if the number of candidates on the ballot is less than the number of openings on the Board.

ARTICLE 6: BALLOTS AND PROXIES

Voting Rights.

Number of Votes. Each Member is entitled to one (1) vote per Separate Interest on all matters presented to the Members for a vote.

Record Date . For Membership elections where a secret ballot is required under the law, and any other Membership election where the Board has not set a Record Date for the election, the Record Date will be the date ballots are distributed to the Membership. Only owners on title on the Record Date are entitled to vote. Persons acquiring title after the Record Date may attend the election meeting but are not entitled to vote. For any Membership election where a secret ballot is not required under the law, the Board is permitted to set a Record Date for an election no more than sixty (60) days before the date of the election meeting.

Proof of Membership. No person or entity may exercise the rights of membership without an ownership interest in a Separate Interest subject to Association 's CC&Rs. If the Board requests proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed escrow closing statement is sufficient.

Cumulative Voting. Cumulative voting is permitted. Every Member entitled to vote at any election for Directors of the Association is permitted to cumulate his/her votes and give one (1) candidate the total number of votes to which the Member is entitled to cast or may distribute the Member's votes among the candidates as desired.

Co-Owners. Where there is more than one owner of a Separate Interest subject to the Association's CC&Rs, all such co-owners are Members and may attend any meeting of the Association, but only one co-owner is entitled to exercise the vote to which the Separate Interest is entitled. Fractional votes are not permitted. In the event more than one ballot is cast for a particular Separate Interest, only the first ballot received will be opened and counted.

Presumption of Consent. Unless the inspector(s) of Election receive a written objection prior to the close of balloting from a co-owner, it is conclusively presumed that a voting owner acted with the consent of his or her co-owners.

Voting for Properly Nominated Candidates. Members must vote only for those candidate(s) who have been properly nominated prior to the close of nominations.

Proxies.

Generally. The Association may use and accept proxies as permitted by law and the Association's governing documents, provided that the Association is not required to prepare or distribute proxies. Proxies are not permitted to be construed or used in lieu of a ballot at a meeting.

Proxy Form. Any instruction given in a proxy issued for an election that directs the manner by which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. Proxies must meet all requirements of Chapter 4 of Article 2 of the Davis- Stirling Act, other laws, and the Association 's governing documents.

Vote by Proxyholder. The proxyholder must cast the Member's vote by secret ballot unless the proxy is revoked by the Member prior to the receipt of the ballot by any Inspector of Election as described in Corp. Code §7613.

Who May Be Proxyholder? As provided for in Civil Code §5130(a)(l), proxyholders must be Members.

Pre-Ballot Notice. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:

1. The date, time and physical address to mail or hand deliver ballots to the inspector(s);

2. The date, time and location of the ballot counting meeting; and

3. A list of candidates to appear on the ballots.

Candidate List and Voter List. The Association must retain, as Association election materials, both a candidate registration list and a voter list. The voter list must include name, voting power, and either the physical address of the voter's Separate Interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's Separate Interest or if only the parcel number is used.

Verification of Lists. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

Secret Ballots. All ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for returning the ballots as provided for in the Davis-Stirling Act, and must be mailed by first-class mail or delivered to every Member entitled to vote at least thirty (30) days before the initial voting dead line. Ballots seeking approval to amend or restate governing documents must be delivered to the Members with the text of the proposed amendment.

Signature. Ballots do not require a signature. Ballots signed by Members remain valid.

Inner Envelope. The Association will provide two envelopes. To preserve secrecy, the ballot is to be placed within an inner envelope with no identifying information. However, information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the ballot is to be placed into a second "outer" envelope containing identifying information.

Outer Envelope. In the upper left-hand comer of the outer envelope, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector(s) of Election.

Delivery. The outer envelope may be mailed to the address on the envelope or delivered to a location specified by the inspector(s) of Election. The Member may request a receipt for delivery.

Election Rules. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

Power of Attorney. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

Quorum by Ballot. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

ARTICLE 7: CAMPAIGNING

Access to Media.

Use of Association Resources.

Association Media. Neither candidates nor Members may use the Association 's newsletter, website, any other Association media for campaign purposes.

Membership List. Candidates and Members have the right to request a copy of the Association's membership list for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515.

Candidates and Members also have the right to contact Members who have opted out of the membership list through the alternate means of communication permitted under Cal. Civ. Code §5220 for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to the election or as otherwise permitted by Civil Code §4515.

Exception. If any candidate or Member is provided access to Association newsletters, website, or other Association media during an election, or given permission to post campaign material in the common area for purposes that are reasonably related to that election, equal access must be provided to all candidates and Members. The access is limited to information relating to that election and cannot exclude those candidates and Members not endorsed by the Board. The Association is not permitted to edit or redact any content from these communications but is permitted to include a statement that the candidate or Member, and not the Association, is responsible for that content. The Association and its Directors, officers, and agents are immune from liability for the content of those communications to the fullest extent provided by law.

Use of Common Area During Election Campaign.

Purpose. Regarding any Association election, each candidate, Member, or resident is permitted to use, if available, the Association 's common area at no cost for a purpose relating to Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the election.

Reservation. Each candidate, Member, or resident, who wants to use the common area pursuant to Civil Code §§4515 or 5105 must make a reservation in advance of the date and time requested. Such requests to use the common area are granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate or Member is permitted to make only one (1) reservation per day to use the common area.

No Use of Association Funds for Campaign Purposes. Association funds may not be used for campaign purposes in connection with any Board election and may not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. The Association is not permitted to include the photograph or prominently feature the name of any candidate on a communication from the Association or its Board. Directors, in their capacities as Members, are permitted to advocate for the election or defeat of any issue or candidate on the ballot at their own expense and are not permitted to use Association funds for that purpose in any capacity.

Improper Electioneering.

Prohibited Activities. In addition to any of the prohibitions under this article, candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:

1. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, (4) or any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;

2. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;

3. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;

4. Interfere with the counting or tallying of votes;

Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;

Induce other Members to divert ballots away from the Inspector(s) of Election; or

Interfere with any candidate's ability to distribute authorized campaign materials.

Report Violations. Members are encouraged to report any electioneering violations they witness to the Board or management.

Fines. The Board is permitted to levy a fine of up to $100 for each violation of this section.

ARTICLE 8: CANVASSING AND PETITIONING

Generally. Canvassing and petitioning the Members, the Board, and residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours of 9:00 a.m. until 6:00 p.m. However, any Member or resident who declines to be contacted on any issue, including for a purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.

Impermissible Conduct. Nothing in this section permits a Member or resident to contact another Member or resident in a manner that constitutes a breach of the Member's or resident's quiet enjoyment, or a nuisance.

ARTICLE 9: DISTRIBUTING INFORMATION

9.1 Generally. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 9:00 a.m. and 6:00 p.m.

Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) 1 mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.

Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

ARTICLE 10: PETITIONS

Purpose. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.

Signatures. Only Members may sign petitions. Signatures by persons not on title are invalid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.

Invalidity of Signatures. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below 5% of total voting power of the membership.

Setting the Date. The date of the special meeting for a recall must be set in the manner provided for in these Election Rules above and the law.

Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board 's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

ARTICLE 11: POST-ELECTION RESULTS

Breaking a Tie. In the event of a tie leaving the outcome of the election unresolved, the following will apply:

The inspector(s) of Election, and any appointee(s), will immediately conduct a recount of the ballots. If there is a charge, the Association will bear the expense. Members may observe the recount under the same conditions as the original ballot counting.

Following the immediate recount, if the tie remains, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only candidates who tied for the seat will be in the runoff.

In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector(s) of Election.

Results of an Election. The tabulated results of the election must be announced immediately after all the ballots have been counted. The tabulated results of the election must be promptly reported to the Board of Directors and must be recorded in the minutes of the next Board meeting. Within fifteen (15) days of the election, the Board must publicize the tabulated results of the election in a communication directed to all Members.

Status of the Election Materials after Election. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

Election Recount. Election recounts, other than the automatic recount following a tie leaving the outcome of an election unresolved, will be conducted as follows:

Any Member of the Association may demand a recount of the ballots provided (i) demand is made in writing to the inspector(s) of Election within five (5) days after the election results have been announced, and (ii) the Member pays in advance for the estimated cost of the recount which estimate will be provided by the Inspector(s) of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.

The recount must be commenced no less than seven (7) days following the request for the recount and must be done by or under the supervision of the Inspector(s) of Election. If any Inspector of Election declines to perform the recount, the Board may appoint a replacement Inspector of Election, using the criteria specified in these rules and the replacement Inspector will assume custody of the ballots.

Any recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector(s) of Election and under the supervision of the Inspector(s) . The results of the recount must be reported to the Board of Directors and must be recorded in the minutes of the next Board meeting and reported to the membership.