

# RULES & REGULATIONS

of the

Hidden Hills Community Association  
a non-profit, public benefit corporation

Adopted October 18, 2016

Amended as to Section 1.14, Private Security Officers and Fine Schedule, August 28, 2018

Amended as to Appendix II November, 2018

Amended as to Section 1.5(d), Noise Abatement on Saturdays, August, 2019

Amended as to Appendix I, Election Rules, August, 2020

Amended as to Section 1.3, Filming, November 17, 2020

# TABLE OF CONTENTS

<b>SECTION 1 GENERAL</b> .....	<u>1</u>
1.1 Antennas/Satellite Dishes. ....	<u>1</u>
1.2 Clothes Drying. ....	<u>1</u>
1.3 Filming/Commercial Photography.....	<u>1</u>
1.4 Home Maintenance. ....	<u>2</u>
1.5 Landscape Maintenance.....	<u>2</u>
1.6 Drainage/Irrigation.....	<u>2</u>
1.7 Littering.....	<u>2</u>
1.8 Mail Boxes.....	<u>3</u>
1.9 Residential Use Only. ....	<u>3</u>
1.10 Rubbish Removal.....	<u>4</u>
1.11 Signs.....	<u>4</u>
1.12 Harassment.....	<u>4</u>
1.13 Destruction of Property/Creating an Unsafe Condition. ....	<u>4</u>
 SECTION 2	
<u>ACCESS TO THE COMMUNITY</u> .....	<u>7</u>
2.1 Admittance.....	<u>7</u>
2.3 Process Servers and Private Investigators.....	<u>8</u>
 SECTION 3	
<u>TRAFFIC, VEHICLES AND PARKING</u> .....	<u>8</u>
3.1 Speed Limit.....	<u>8</u>
3.2 Driving/Parking on Trails. ....	<u>8</u>
3.3 Automotive Repairs. ....	<u>8</u>
3.4 Parking/Storage.....	<u>8</u>
 SECTION 4	
<u>ANIMALS</u> .....	<u>9</u>
4.1 Horseback Riding.....	<u>9</u>
4.2 Animal Structures. ....	<u>9</u>
4.3 Mobile Dog Grooming Vans.....	<u>9</u>
4.4 Dogs Must Be Leashed. ....	<u>9</u>
 SECTION 5	
<u>CONSTRUCTION AND REMODELING</u> .....	<u>10</u>
5.1 Approval by Architectural Committee.....	<u>10</u>
5.2 Working Without Approval. ....	<u>10</u>
5.3 Approval After-the-Fact.....	<u>10</u>
5.4. Construction Schedule. ....	<u>10</u>
5.5 Emergency Repairs. ....	<u>11</u>

5.6	Construction Debris.....	<a href="#">11</a>
5.7	Dumpsters / Oversized Trash Bins.....	<a href="#">11</a>
<b>SECTION 6</b>		
	<u>SALES AND LEASING</u> .....	<a href="#">11</a>
6.1	Real Estate Agents & Open Houses.....	<a href="#">11</a>
6.2	Homes for Sale by Member.....	<a href="#">11</a>
6.4	Real Estate Signs.....	<a href="#">11</a>
6.5	Tenants.....	<a href="#">11</a>
<b>SECTION 7</b>		
	<u>RULES ENFORCEMENT PROCEDURES</u> .....	<a href="#">12</a>
7.1	Compliance.....	<a href="#">12</a>
7.2	Responsibility for Compliance with Governing Documents.....	<a href="#">12</a>
7.3	Fines.....	<a href="#">12</a>
7.4	Complaints.....	<a href="#">12</a>
7.5	Inspections.....	<a href="#">12</a>
7.6	Notification of Violation.....	<a href="#">12</a>
7.7	Serious Violation.....	<a href="#">13</a>
7.8	Hearing Procedures.....	<a href="#">13</a>
7.9	Sanctions.....	<a href="#">14</a>
7.11	Publish Names.....	<a href="#">15</a>
7.12	Judicial Enforcement.....	<a href="#">15</a>
<b>SECTION 8</b>		
	<u>ASSESSMENT COLLECTION POLICIES</u> .....	<a href="#">15</a>
8.1	Due Date for Regular Assessments.....	<a href="#">15</a>
8.2	Due Date for Special Assessments.....	<a href="#">15</a>
8.3	Calculating the Assessments.....	<a href="#">15</a>
8.4	Invoices.....	<a href="#">16</a>
8.5	Assessment Adjustments.....	<a href="#">16</a>
8.6	Delinquencies.....	<a href="#">16</a>
8.7	Actions to Collect Delinquencies.....	<a href="#">16</a>
8.8	Crediting of Payments.....	<a href="#">18</a>
8.9	Disputes Involving Assessment Collection.....	<a href="#">18</a>
8.10	Attorneys= Fees.....	<a href="#">18</a>
<b>APPENDIX I - ELECTION RULES.....</b>		<a href="#">19</a>
<b>SECTION 1</b>		
	<u>RULES FOR THE ELECTION AND REMOVAL OF DIRECTORS BY SECRET BALLOT</u> .....	<a href="#">19</a>
1.	Frequency.....	<a href="#">19</a>
2.	Meeting at Which Secret Ballots Shall Be Tabulated.....	<a href="#">19</a>
3.	Qualifications and Nomination of Candidates.....	<a href="#">19</a>

4.	Voter List and Candidate List; Right to Verify Accuracy of Individual Information.....	<a href="#">20</a>
5.	Inspector(s) of Election.....	<a href="#">21</a>
6.	Election Timeline and Mailings.....	<a href="#">22</a>
7.	Campaigning.....	<a href="#">23</a>
8.	Handling of Ballots.....	<a href="#">24</a>
9.	Tabulation of Votes; Quorum Requirement.....	<a href="#">24</a>
10.	Announcement of Results.....	<a href="#">25</a>
11.	Retention of Voting Materials.....	<a href="#">25</a>
12.	Other Voting/Campaign Issues.....	<a href="#">26</a>

**SECTION 2**

	<u>RULES FOR VOTING REGARDING ASSESSMENTS LEGALLY REQUIRING A VOTE, AMENDMENTS TO THE GOVERNING DOCUMENTS AND GRANTING OF EXCLUSIVE RIGHT TO USE COMMON AREA BY SECRET BALLOT.....</u>	<a href="#">26</a>
1.	Meeting at Which Secret Ballots Shall Be Tabulated.....	<a href="#">26</a>
2.	Inspector(s) of Election.....	<a href="#">27</a>
3.	Voter List; Right to Verify Accuracy of Individual Information .....	<a href="#">28</a>
4.	Secret Ballot Procedure; Record Date.....	<a href="#">28</a>
5.	Campaigning.....	<a href="#">29</a>
6.	Handling of Ballots.....	<a href="#">30</a>
7.	Tabulation of Votes; Quorum Requirement.....	<a href="#">30</a>
8.	Announcement of Results.....	<a href="#">31</a>
9.	Retention of Voting Materials.....	<a href="#">31</a>
10.	Other Voting Issues.....	<a href="#">31</a>

**APPENDIX II**

	<b>COMMUNITY CENTER RULES .....</b>	<a href="#">33</a>
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**SECTION 1**

	<u>GENERAL INFORMATION.....</u>	<a href="#">33</a>
1.1	Hours.....	<a href="#">33</a>
1.2	Private Functions.....	<a href="#">33</a>
1.8	Insurance Limitations.....	<a href="#">34</a>
1.9	Treatment of Staff.....	<a href="#">35</a>
1.10	No Medical Assistance.....	<a href="#">35</a>
1.11	Reporting Suspicious Activity.....	<a href="#">35</a>
1.12	Reporting Unsafe Conditions.....	<a href="#">35</a>
1.13	Behavior.....	<a href="#">35</a>
1.14	Controlled Substances.....	<a href="#">35</a>

**SECTION 2**

	<u>GENERAL RESTRICTIONS.....</u>	<a href="#">35</a>
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2.1	Supervision. ....	<a href="#">35</a>
2.2	Wheels at the Community Center. ....	<a href="#">35</a>
2.3	No Smoking or Littering. ....	<a href="#">36</a>
2.4	No Graffiti/Vandalism. ....	<a href="#">36</a>
2.5	Proper Attire.....	<a href="#">36</a>
2.6	Commercial Photography. ....	<a href="#">36</a>
2.7	No Solicitation. ....	<a href="#">36</a>
2.8	Nuisance.....	<a href="#">36</a>
SECTION 3		
	<u>SWIMMING POOL</u> .....	<a href="#">36</a>
3.1	Use of Swimming Pool. ....	<a href="#">36</a>
3.2	Assumption of Risk. ....	<a href="#">36</a>
3.3	Hours of Operation. ....	<a href="#">36</a>
3.4	Keep Area Secure.....	<a href="#">37</a>
3.5	Communicable Diseases. ....	<a href="#">37</a>
3.6	No Glass.....	<a href="#">37</a>
3.8	Running/Diving.....	<a href="#">37</a>
3.9	Clean Up. . ....	<a href="#">37</a>
3.10	Mobile Devices. ....	<a href="#">37</a>
3.11	Proper Swimming Attire. ....	<a href="#">37</a>
3.12	No Diapers. ....	<a href="#">37</a>
3.13	No Rough Play. ....	<a href="#">37</a>
3.14	Toys and Rafts. ....	<a href="#">37</a>
3.15	Pool Furniture and Equipment. ....	<a href="#">37</a>
3.16	Animals. ....	<a href="#">37</a>
SECTION 4		
	<u>BARBECUE AREA</u> . ....	<a href="#">37</a>
4.2	No Exclusive Use.....	<a href="#">38</a>
4.3	Use of Barbecue.....	<a href="#">38</a>
4.4	Honor System.....	<a href="#">38</a>
SECTION 5		
	<u>TENNIS &amp; SPORT COURTS</u> .....	<a href="#">38</a>
5.1.	Use of Tennis Courts and Time Limits.....	<a href="#">38</a>
5.2.	Exceptions.....	<a href="#">38</a>
SECTION 6		
	<u>RECREATION ROOM</u> . ....	<a href="#">39</a>
6.1	Food & Drink Allowed. ....	<a href="#">39</a>
6.2	Kitchen and Serving Area. ....	<a href="#">39</a>
6.3	Adult Supervision. ....	<a href="#">39</a>
6.4	Tables and Chairs.....	<a href="#">39</a>
6.5	Arts and Crafts. ....	<a href="#">39</a>

6.6	Storage Lockers.....	<u>39</u>
SECTION 7		
	<u>THEATER.</u> .....	<u>39</u>
7.1	No Food or Drink.....	<u>40</u>
7.3	Adult Supervision. ....	<u>40</u>
7.4	No Nails or Staples. ....	<u>40</u>
7.5	Paint. ....	<u>40</u>
SECTION 8		
	<u>ENFORCEMENT OF RULES.</u> .....	<u>40</u>
SECTION 9		
	<u>CODE OF CONDUCT.</u> .....	<u>40</u>

# **RULES & REGULATIONS**

## **Hidden Hills Community Association**

The Members of the Hidden Hills Community Association believe our residential equestrian environment is a very special place to live, and that it is our responsibility to conduct ourselves in a way that protects and enhances our community. The following Rules & Regulations are not intended to be unduly restrictive, but have evolved over time to better serve the community. The Members adopted these Rules & Regulations effective November 15, 2005 and they supersede all prior Rules & Regulations.

Members, Residents and Tenants should ensure that their family members, guests, contractors, and vendors are familiar with these Rules & Regulations, as many of the provisions extend to anyone using the Association's common areas. Members, Residents and Tenants must ensure that their family members, guests, contractors, vendors, and real estate agents adhere to these Rules & Regulations. Individuals whose conduct violates these Rules & Regulations may cause the Member to lose his or her status as a Member in Good Standing, and may subject the Member to monetary fines and revocation of privileges.

As used in this document, the term "Governing Documents" includes, but is not limited to, the CC&R's, Bylaws, Articles of Incorporation, Architectural Standards, Gate Operations Manual and Rules & Regulations, and all capitalized terms are defined in the Bylaws, except that for purposes of this document only, the term "Resident" refers to all Residents, Members and Tenants collectively.

### **SECTION 1**

#### **GENERAL**

**1.1 Antennas/Satellite Dishes.** Antennas and satellite dishes 18" in diameter and less may be erected without Architectural Committee approval provided they are not located in the setbacks. All other antennas, satellite dishes, wires, cables or telephone lines constructed, placed or maintained for the transmission or reception of T.V., cable, or any other type of signal or transmission of electrical power require Architectural Committee approval.

**1.2 Clothes Drying.** Outside clotheslines or other outside clothes drying or airing facilities are prohibited.

**1.3 Filming/Commercial Photography.** Hidden Hills is a beautiful and well-maintained residential community, and is an attractive location for filming. However, the Association's Board of Directors ("Board") recognizes that for those not participating in the filming, the activities, equipment and personnel surrounding the filming can be disruptive, present inconveniences, and could be an invasion of privacy. These Filming Rules and Regulations ("Filming Rules") are intended to strike a balance between homeowners' ability to participate in filming activities within their lots, against their neighbors' quiet use and enjoyment of, and the right to privacy within, their homes.

- a. **Filming in Common Areas.** Filming is strictly prohibited in the common areas of the Association.
- b. **Filming Other Residents/Homes.** Filming of other residents or homes is prohibited.
- c. **Filming Inside Own Home/Yard.** Filming is permitted inside a homeowner's residence and within that homeowner's private yards.
- d. **No Nuisance.** Filming activities must not create a nuisance. Vehicles cannot be parked in any manner that prohibits safe ingress and egress from the street. Cast and crew members are not permitted to park in or block other residential driveways. Excessive noise is not permitted. Any additional lighting must not adversely impact neighbors.
- e. **Abide By Rules.** Filming activities cannot violate any of the Association's other Rules and Regulations.

**1.4 Home Maintenance.** Members are required to keep their Building Sites in good condition at all times. Homes, fences, name signs and mailboxes are to be painted regularly and maintained in good condition and Building Sites are to be kept free from junk and debris.

**1.5 Landscape Maintenance.** Lawns, shrubs, plants, bushes or any other plantings must be trimmed and maintained regularly.

- a. **Walkway Encroachments.** No landscaping may be allowed to overhang or otherwise encroach on the parkways or improved trails, except that roses are allowed to be planted in the parkways if done in accordance with the Architectural Standards.
- b. **Weed Abatement and Erosion Control.** Weeds must be kept clear within 200 feet of all structures at all times, and appropriate measures must be taken to prevent and control erosion.
- c. **Gardening Debris.** Gardeners may not dump, sweep, blow or wash grass clippings, garden debris, oils, repair residue or any toxic or poisonous material into the street, swales, catch basins, bridle trails or any other Association-owned property or easements.
- d. **Noise Abatement on Saturdays.** Landscape maintenance workers (gardeners, tree trimmers, etc.) have limited admittance hours on Saturdays. Please refer to the Gate Operations Manual and to Article 5.4, below, for admittance hours. Notwithstanding those restrictions, however, no motorized equipment may be used after 1:00 p.m. on Saturdays. Motorized equipment includes, but is not limited to leaf blowers, lawn mowers, saws, jack hammers, weed-eaters, pruners, or any other noise-making mechanical machine.



**1.6 Drainage/Irrigation.** All surface water must be channeled to an approved drainage device within the property or to the street via the driveway. No water may be channeled onto a parkway or trail. In addition to fines and penalties for violations of this provision, residents may be held responsible for the cost to repair erosion of the parkways or trails resulting from drainage (including broken sprinklers). No pipes may be installed or be allowed to remain in a bridle trail easement without the express written approval from the Architectural Committee and Board of Directors. If such a pipe is permitted to be located within a bridle trail easement, an Easement and Maintenance Agreement shall be recorded against the property, which agreement shall be binding on all future Members and successors to the property.

**1.7 Littering.** Littering of any kind is strictly prohibited. Littering includes, but shall not be limited to, dumping horse manure or any other debris on a parkway, street, bridle trail or other Association-owned property. In addition to the penalties listed in these Rules & Regulations, violators may, at the discretion of the Board, be required to remove the litter or debris and restore the area to its original condition.

**1.8 Mail Boxes.** The material deposited in mail boxes is strictly regulated by the U.S. government. Residents are cautioned that only posted mailing material delivered by a U.S. postal carrier may be deposited in mail boxes.

**1.9 Residential Use Only.** Building Sites shall be used solely as a private single-family residence. Use of a Building Site for commercial operations, including but not limited to manufacturing, warehousing, and renting rooms or guest houses, is not permitted. Provided, however, that residences may be used for limited business purposes if the activity does not substantially impact the surrounding neighbors, the community as a whole, or the Association's office/management operations. The Board of Directors shall be the sole arbiter of whether a given activity has exceeded the limited business use or has an 'impact on the community as a whole, or the Association's office/management operations so as to be precluded. The Board's decision in this regard shall be final and binding. The Board of Directors shall be permitted to impose a fine – either daily or one-time – if, in its discretion, it determines the limited business use has been exceeded. The amount of the fee shall be determined by the Board on a case-by-case basis but shall not exceed \$25,000.00 per day. The Board shall also be empowered to issue a Stop Work notice / shut down any business use of a Building Site which the Board, in its sole discretion, determines is in violation of any of the Governing Documents and/or any specific agreement(s) regarding such use. In the event the Board exercises this power, it shall conduct a hearing after-the-fact in accordance with the provisions of these Rules & Regulations.

a. **Limited Business Use.** In determining whether a Resident has exceeded the limited business use permitted by this section and/or created a substantial impact on the community as a whole, or the Association's office/management operations, the Board will take into consideration the following factors:

- i. Traffic. Traffic to/from the residence, including traffic from clients, employees or delivery vehicles;
- ii. Parking. Parking in Association parkways or other common areas;
- iii. Gates. The amount of activity generated at the community's entry gates;

- iv. Laws. Violation of any law, regulation or ordinance;
- v. Disturbances. Noise, light, activity, publicity, use of temporary structures, and/or any other form of interference with the neighbors' or other residents' quiet enjoyment of their property; .
- vi. Advertisements. Advertisements, including but not limited to publicity, news coverage, business cards, yellow page listings and/or any reference to Hidden Hills.
- vii. Signage. Any business signage.
- viii. Administrative Burden. The amount of time and/or resources incurred by the Association, including but not limited to Association staff time and expenses related to attorneys, security personnel and Architectural consultants.
- ix. Safety. Whether the activity presents a risk of danger, damage or injury to any Member, Resident or the Association.

b. ***Boarding of Non-Resident's Horses.*** Provided it does not violate the provisions dealing with limited business purposes as outlined above, the boarding of horses not owned by current residents of Hidden Hills is permitted only if the following is provided to the Association:

- i. the non-resident horse owner has registered with the Association office, providing current contact information and completing the Equestrian Services Committee Horse Census Questionnaire;
- ii. the non-resident horse owner has signed the Association's indemnification agreement releasing the Association from any liability associated with the boarded horses;
- iii. the non-resident horse owner has signed a contract with the Association acknowledging receipt of a copy of the Association's Governing Documents, including but not limited to the Rules & Regulations and the Arena Rules posted at each arena, and agreeing to abide by same;
- iv. the non-resident horse owner has obtained an Association-issued I.D. card and displays such ID card at all times while riding in Hidden Hills (on the saddle, for example).

**1.10 Rubbish Removal.** No resident may place or accumulate any rubbish in plain view of other residents except for the purpose of prompt garbage collection. Trash containers must be kept in the Trash Enclosure Area until the day of collection, and returned to the Trash Enclosure Area the same day. Residents without trash enclosure areas must maintain their trash in a manner which does not cause a nuisance.

**1.11 Signs.** Non-commercial signs are permitted to be displayed on the Building Site, provided they are less than nine (9) square feet in size and do not bear explicit or obscene images or language and provided they do not violate any local, state or federal laws. Non-commercial flags or banners that are no more than 15 square feet are similarly permitted. Signs, flags and banners may not be made up of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface.

- a. **Name Signs.** One standard Hidden Hills name sign must be placed in front of the home as specified in the Architectural Standards, unless otherwise permitted by the Architectural Committee.
- b. **Security Signs.** Only one security sign, not to exceed 9" in height or width, may be placed at each driveway entrance. If the property has a three-rail fence, the sign(s) must be located behind the fence.
- c. **Location of Signs.** No signs, except the standard Hidden Hills name sign, may be placed in the parkways, trails or any common area. Other non-commercial signs must be placed behind the three-rail fence.

**1.12 Harassment.** Residents are not permitted to harass the Association's employees, vendors, agents or representatives, including without limitation gate guard personnel. Harassment includes, but is not limited to, verbal and physical abuse, stalking and making threats.

**1.13 Destruction of Property/Creating an Unsafe Condition.** Defacing signs or mail boxes, graffiti and/or destruction or damage of Association property and/or creating an unsafe condition is strictly prohibited. Intentionally damaging gate arms is considered an act of vandalism.

**1.14 Private Security Personnel.** Residents who choose to contract with "Private Security" companies and/or individuals to protect their own persons or property must ensure that all such persons who are admitted to the community follow the following guidelines and rules.

- a. **Definitions.** "Private Security" refers to any private company, entity, paid contractor, employee or individual that performs armed or unarmed security functions on or about properties owned or controlled by a homeowner and/or occupied by a resident, not including alarm monitoring companies and or security companies responding to an alarm, (i.e ADT, Brinks, Post Alarm, etc). For the purposes of these Rules & Regulations, Private Security Officers shall be referred to as "PSOs", "private property" shall refer to the portion of a resident's property that is owned and exclusively controlled by the resident (i.e. not part of the common areas), and "common areas" shall refer to all property owned by the HHCA or the City of Hidden Hills, and all property subject to easement(s) for the benefit of the HHCA, Residents or the City of Hidden Hills (including without limitation, all roads, parkways, arenas, parks, equestrian/pedestrian trails, etc.).
- b. **Access to Community.** When entering the community's gates, PSOs must be listed on a Resident's admit list as "security" and not as a "guest" and must be checked in as such. Security officers must provide a valid driver's license and current private security "Guard Card" issued by the Bureau of Security and Investigative Services (BSIS).
- c. **Point of Contact.** All Residents using PSOs shall identify a senior Point of Contact ("POC") or security manager along with that person's direct telephone number and email address. The POC shall check messages (email or phone) and

return "non-urgent" calls within 24 hours in order to receive or maintain communications with the HHCA; and will return urgent calls immediately. Residents with PSOs shall update the HHCA immediately with changes in POC.

- d. **Contact with Community Members.** PSOs shall provide Private Security only on their employer's private property. PSOs shall not initiate contact with any member or guest of the community who are within the common areas. PSOs shall not intimidate, harass, question or unreasonably annoy any member of the community, whether from private property or the common areas. PSOs shall not discourage the use of the common areas, including parking on the parkways. PSOs shall not intentionally shine flashlights or security lights on community members using the common areas. If a PSO has a complaint or incident with a community member they shall disengage and immediately contact the HHCA office or security guards or, in the event of a criminal complaint or emergency, the Los Angeles County Sheriff's Department. PSOs contacting the HHCA, Sheriff, gates, patrol or Covered 6 shall identify themselves by name, the company they work for, resident/client and as a PSO.
- e. **Recording.** PSOs using recording devices can do so only on their employer's private property. In the event a PSO uses a recording device (on private property), the PSO shall give an immediate verbal notification to all involved parties that the device is activated. A PSO shall not engage in the videotaping or audio recording of any residents in common areas.
- f. **Armed PSOs.** All PSOs carrying deadly weapons, such as a firearm or baton, shall be properly licensed by the BSIS.
  - i. **Concealed Weapons.** BSIS requires that any PSO carrying a concealed weapon while providing security services must have a Firearms Permit and County-issued CCW (Concealed Carry Permit) covered under 1025PC of the California Penal Code.
  - ii. **No Weapons In Plain View.** Regardless of whether a PSO is licensed to carry a weapon and/or whether the weapon is licensed for concealed carry, ALL weapons must at all times be kept out of the "plain view" of community residents unless actively being utilized in the performance of his or her duties because of a credible threat of immediate bodily injury to the Resident. For purposes of these Rules & Regulations, "plain view" is defined as any place that is easily or readily seen from a vantage point on the private property of any resident or the common areas.
  - iii. **Notification of Weapons:** Any resident whose PSO(s) carry a concealed firearm(s) or whom has access to a firearm while performing their duties as a PSO shall notify the HHCA and the Los Angeles County Sheriff's Department of each PSO that does so.
- g. **Post Location.** PSOs must be posted wholly on the Resident's private property, not in the common areas. This includes PSOs posted or having breaks or meals in vehicles. Further, the post location must be in an "inconspicuous" location on the property that does not cause a disturbance to the community or its residents. For

purposes of these Rules & Regulations, "inconspicuous" means to not be in view or seen from the streets or trails. PSOs shall not sit in their cars on the parkways for any reason, and shall not have their vehicles idling on the parkways, common areas or on a resident's private property. Residents shall provide PSOs with a "command center" in the home, garage, or other Architectural Committee-approved structure.

- h. ***No Blocking Traffic.*** Blocking the street or stopping traffic with a vehicle, or by other means, is prohibited.
- i. ***Inspections.*** PSOs shall carry their driver's license, guard card, firearms license and CCW as required by law. Residents employing PSOs give the HHCA the right to have its inspector check all paperwork of PSOs employed on their private property.
- j. ***Exceptions.*** Any exception to PSO Rules, i.e., having a PSO on the parkway, seen from the street for a special event, party or unique safety circumstance shall be approved in writing by HHCA Manager or designee, i.e. HHCA's security inspector.
- k. ***Hearing, Fines and Disciplinary Action.*** Failure of any resident to ensure that their PSOs follow all of the above-listed guidelines may result in a hearing before the Board and possible disciplinary action, including but not limited to fines, suspension of resident lane privileges and the possible banning of the PSO and/or Security Company from working in the community. Please refer to Section 7.8 of the Rules & Regulations for the hearing procedure and to Appendix III for the Fine Schedule which outlines minimum and maximum fines.

## **SECTION 2**

### **ACCESS TO THE COMMUNITY**

Please refer to the Hidden Hills Gate Operations Manual for rules and regulations regarding the entry gate procedures. Violations of the entry gate procedures are subject to the same penalties as are these Rules & Regulations.

**2.1 Admittance.** Hidden Hills is a private residential community, therefore the Association may limit who can enter and may set conditions on how the common areas may be accessed and used by non-residents. The following rules apply to all non-residents who seek to enter Hidden Hills.

- a. Hidden Hills is not a public thoroughfare. Visitors are not permitted to enter Hidden Hills at any time in order to access property located outside Hidden Hills without prior written approval from the Association, which may be given or withheld in the Board's absolute discretion. Further, visitors are not permitted to enter Hidden Hills through one gate and exit through another gate without visiting the Resident who admitted them and may not cut through Hidden Hills to reach Round Meadow Elementary School or West Hills.

- b. Visitors must go directly to the property of the Resident who admitted them and may not stop at any other location except to meet a resident at that location.
- c. Visitors are not permitted to "sight-see" within Hidden Hills.
- d. Nothing written above is intended to prohibit visitors from riding horses within the community once they have visited the home of the Resident who admitted them.
- e. For purposes of this rule, the term "visitor" means any non-resident including but not limited to contractors, laborers, gardeners, domestic help, vendors, horse caretakers, trainers, tutors and personal friends.
- f. If any visitor is believed to have violated this rule, the Resident who admitted the visitor may be scheduled for a hearing before the Board of Directors and may be subject to all of the sanctions provided in the Governing Documents.
- g. In addition to such other sanctions as are allowed under the Rules and Regulations, the Board has a right to bar any visitor from the community if, in its sole judgment, it determines following a hearing that the visitor has violated any restrictions in the Governing Documents or presents a threat to the health, safety or security of the residents or if the Association believes the visitor intends to violate the spirit, intent or letter of any of the Association's rules

**2.2 Regulation of Vehicle Access Devices.** To limit unauthorized access to the community, vehicle access devices shall only be issued to Members, Residents and Visitors in accordance with the provisions of the Gate Operations Manual. Residents shall remove all transponders from vehicles that are sold or transferred, and promptly notify to the Association office to deactivate the transponders.

**2.3 Process Servers and Private Investigators.** By statute, the Association cannot prevent licensed process servers and private investigators serving legal documents from entering the community. The Association cannot shield residents from process servers or governmental agencies.

### **SECTION 3**

#### **TRAFFIC, VEHICLES AND PARKING**

**3.1 Speed Limit.** Association roadways are regulated by the State of California Vehicle Code. Violations can result in citations by local law enforcement officials. Regardless of the speed limit, motorists must slow for and yield to pedestrian, bicycle and equestrian traffic.

**3.2 Driving/Parking on Trails.** Operating or parking any motorized vehicle, including but not limited to motorcycles, automobiles, trucks, go-karts, go-peds, golf carts, gas-

powered scooters, on the bridle trails is extremely dangerous and is strictly prohibited unless expressly permitted by the Association. In addition to the penalties outlined in these Rules & Regulations, violators may, at the discretion of the Board, be charged for the repair of any damage done to the trails and/or Association property. Riding a bicycle on any bridle trail is prohibited in all instances.

**3.3 Automotive Repairs.** All vehicle repairs, construction and/or maintenance must not be visible from the street.

**3.4 Parking/Storage.** Residents are encouraged to park their vehicles in their garages or store vehicles in their rear yard, not visible from the street. Parking on Hidden Hills streets is regulated by the City of Hidden Hills, whose code includes but is not limited to the following provisions::

- a. ***Street Parking.*** All vehicles parked along the street must be wholly on the parkways, if a parkway is available. However, vehicles may not park on top of storm drain inlet structures. Illegally parked vehicles may be subject to citation and/or towing at the vehicle owner's expense. This includes vehicles that are double-parked.
- b. ***Blocking Driveways.*** No driveway may be blocked except by permission of the Resident. Vehicles blocking driveways will be subject to towing at the vehicle owner's expense.
- c. ***Overnight Parking.*** City ordinances forbid parking or stopping on Hidden Hills streets between 3:00 a.m. and 5:00 a.m. Therefore, overnight parking on the parkways is prohibited. If Residents must park on the parkways overnight, they must obtain a special permit from the City of Hidden Hills and place the permit in the windshield of the parked vehicle. Vehicles parked overnight on the parkways without a permit are subject to citations by the local law enforcement agencies, fines and/or towing at the vehicle owner's expense.
- d. ***Living in Recreational Vehicles.*** Living in recreational vehicles, including but not limited to campers, trailers or motorhomes or temporarily housing guests in such vehicles is strictly prohibited.

## **SECTION 4**

### **ANIMALS**

Most issues regarding animal care and control are regulated by the County of Los Angeles. Accordingly, concerns regarding licensing, the care of animals, dangerous animals, barking, and other nuisances (including coyotes) should be addressed to Animal Control or the City of Hidden Hills.

**4.1 Horseback Riding.** Horseback riders and pedestrians utilizing the bridle trails, arenas or common areas do so at their own risk. Horseback riding can be a hazardous activity. Some of the more common hazards include barking dogs and noises emitting from private

residences, wildlife (such as coyotes, mountain lions, deer, snakes), bicycles and motorized vehicles. Residents are urged to monitor animals and other activities on their properties so as not to subject horseback riders to potential injury.

**4.2 Animal Structures.** Structures for the containment, housing or sheltering of animals, including but not limited to dog runs, coyote fences, and chicken coops must be approved by the Architectural Committee.

**4.3 Mobile Dog Grooming Vans.** Residents are to advise their dog grooming services that they cannot empty their wash water into the street since it would drain into the storm drain system. Wash water can be drained onto the resident's lawn.

**4.4 Dogs Must Be Leashed.** Dogs must be restrained by a leash on HHCA streets, parkways, and trails and in all common areas.

## **SECTION 5**

### **CONSTRUCTION AND REMODELING**

**5.1 Approval by Architectural Committee.** All modifications to the exterior of any home or Building Site require prior Approval by the Hidden Hills Architectural Committee. Exterior modifications include, but are not limited to, painting, changing windows, siding, doors, roofs, remodeling, repairs, substantial landscaping, tree planting or removal, concrete work or any other type of exterior work. To be binding, the Approval must be duly noted in the minutes of the Architectural Committee meeting and specified in writing on the plans, and all approved plans must be signed by two members of the Architectural Committee. No purported oral approval shall be valid or binding at any time. Without limiting the foregoing, the architectural consultant, architectural inspector, general manager, Board members and staff members have no authority to issue Approvals of any kind, oral or written, and no statement by any such person may be relied upon by any Member or Resident, nor shall any such statement be binding on the Association. Please refer to the Architectural Standards for rules governing such work. Most work that needs a Hidden Hills City Building Permit also needs Architectural Approval and vice versa.

**5.2 Working Without Approval.** Working without Approval of the Architectural Committee, which includes but is not limited to commencing work before approval has been granted and exceeding the scope of an approval, and/or violating a Stop Work Notice are very serious offenses and may result in substantial fines and /or sanctions.

**5.3 Approval After-the-Fact.** Notwithstanding any other provision of these Rules or the Architectural Standards, the Architectural Committee shall have no duty to consider or decide whether unauthorized construction or improvements made without prior Committee Approval, or exceeding the Approval given, are approvable after-the-fact. The Association has the right to compel removal of any construction or improvements made without prior Committee



Approval even if such construction or improvements may have been approvable by the Committee had an appropriate application been submitted. Despite the foregoing, at the Board's discretion, it may request that the Architectural Committee consider the unauthorized construction or improvements after-the-fact. In such event, the members of the Architectural Committee shall inspect the construction or improvements and notify the Owner or Resident in writing if they are potentially approvable. If they are not approvable in the sole opinion of the Committee, the Owner or Resident shall promptly remove the construction or improvements at his or her cost. If the work is potentially approvable, the Committee shall instruct the Owner or Resident to submit a formal application as provided in the Architectural Standards in which case the Committee shall then address the application in the normal manner provided in the Governing Documents.

**5.4. Construction Schedule.** Approved construction is limited to Monday through Friday, 7:00 a.m. to 8:00 p.m. and Saturday, 8:00 a.m. to 8:00 p.m., except that gardeners and tree trimmers are limited to the hours of 8:00 a.m. and 4:00 p.m. on Saturdays. No construction is permitted on Sundays or holidays, and no construction is permitted on Major Remodels or new homes on Saturdays. For purposes of gate entry, "construction" includes, without limitation, gardening, pool service, and other interior and exterior workers. Admitting workers on a Sunday or holiday, permitting gardeners and tree trimmers to remain in the community past 4:00 p.m. on a Saturday, or admitting workers on a Saturday to properties with new homes or Major Remodels underway, constitutes a violation of this provision.

**5.5 Emergency Repairs.** Emergency repairs are permitted at any time. Please refer to the Gate Operations Manual for procedures.

**5.6 Construction Debris.** Dumping, sweeping, blowing or washing construction debris, oils, repair residue, concrete, or any toxic or poisonous material into the street, swales, parkways, bridle trails or any other Association-owned property or easements is strictly prohibited. The storing of construction material and/or equipment on any Association-owned property or easement is also prohibited unless expressly permitted by virtue of an Encroachment Permit issued by the Association.

**5.7 Dumpsters / Oversized Trash Bins.** Residents who require dumpsters or oversized trash bins for construction or major clean-ups are required to either keep the bin on their property or obtain an Encroachment Permit to place it in the parkway. Encroachment permits may be obtained from the Association offices.

## **SECTION 6**

### **SALES AND LEASING**

**6.1 Real Estate Agents & Open Houses.** In order to enter Hidden Hills to view or visit homes that are currently listed for sale or lease, Real Estate agents must either produce a current and valid California Real Estate license or be admitted by a resident pursuant to the procedures outlined in the Gate Operations Manual. All prospective buyers not otherwise authorized to visit Hidden Hills must be escorted by a Real Estate agent in and out of the community in the **same vehicle**. Agents wishing to hold an open house shall leave their pager

number, cellular phone number or resident's home phone number with the gate guard, and the gate guard will call the agent to come to the gate to escort any prospective buyers to the property. Directional signs, Open House signs, balloons, banners and flags are strictly prohibited.

**6.2 Homes for Sale by Member.** Except for the licensing requirement, Members who market their own homes must also comply with the provisions of these Rules.

**6.3 Real Estate Appraisers.** In order to enter Hidden Hills to appraise a home, Real Estate Appraisers must either produce a current and valid California Real Estate Appraiser's License or be admitted by a resident pursuant to the procedures outlined in the Gate Operations Manual.

**6.4 Real Estate Signs.** Real Estate signs are prohibited.

**6.5 Tenants.** Members who rent or lease their residences to tenants who desire to enjoy the rights and privileges of residency are required to execute a written lease agreement, signed by the tenant and a copy returned to the Association prior to the tenant's possession of the residence. The lease shall contain, at a minimum, the following terms:

- a. ***Term of Lease.***
- b. ***Entire Residence.*** Except as provided by law, the property leased includes the entire residence. Portions of property are not permitted to be leased. Renting rooms is strictly prohibited.
- c. ***Abide by Rules.*** Tenants agrees to abide by the Governing Documents, as defined in the Bylaws. Tenants must also acknowledge receipt of same.
- d. ***No Assignment or Subleases.*** There shall be no right of assignment or sublease of the residence, unless said sublease includes the provisions stated above.

## **SECTION 7**

### **RULES ENFORCEMENT PROCEDURES**

**7.1 Compliance.** The Association has an obligation to monitor compliance with and enforce all of the Governing Documents.

**7.2 Responsibility for Compliance with Governing Documents.** All Members must comply with the Governing Documents. Additionally, Members shall be responsible for the actions and conduct of their Tenants, Residents, Guests, vendors, invitees and domestic help. The Association reserves the right to exclude any person who is not a Member or Resident from entering into the Community Development if such person violates or refuses to comply with the Governing Documents, and to assess penalties and other sanctions against Members in accordance with the procedures set forth in this Section.

**7.3 Fines.** Subject to the procedural requirements of this Section as outlined below and as set forth in the Bylaws, fines may be imposed by the Board for any violation of the

Governing Documents for which a Certificate of Violation is issued. The specific amount of any fine shall be determined in accordance with the attached Fine Schedule (Appendix III).

**7.4 Complaints.** Members may file written complaints with the Board for any violation of the Governing Documents. Written complaints about Tenants, Residents, Guests, invitees, vendors or domestic help will be forwarded to the Member.

**7.5 Inspections.** The Board, its representatives or agents may make periodic or routine inspections of Building Sites and Common Areas, on its own volition or pursuant to a complaint, to determine if there are violations of the Governing Documents.

**7.6 Notification of Violation.** When the Association has reason to believe a violation of the Governing Documents has occurred, written notice thereof shall be sent to the Member. The notification shall describe the nature of the alleged violation. The notification shall also state what it is the Association is asking the Member to do to address the problem. The Member may also be requested to attend a hearing of the Board. In the event a Member fails to cure the violation set forth in the notice within the permitted time period, or if the violation is not curable, the Board shall have the right to schedule a hearing and possibly impose sanctions in accordance with the Governing Documents.

**7.7 Serious Violation.** Although the following list is not intended to be exhaustive, at a minimum, the violations described below shall be considered “serious:” (i) working without written Approval from the Architectural Committee, (ii) deviating from plans approved by the Architectural Committee, (iii) violating a Stop Work Order, (iv) harassing an Association employee, agent, contractor or vendor.

**7.8 Hearing Procedures.** The levying of fines and imposition of sanctions shall be fairly and reasonably applied and shall be subject to the following notice and hearing procedures:

- a. **Notice.** Notice shall be in writing and given either personally or by prepaid first class mail to the most recent address as shown in the Association’s records. The notice shall describe the nature of the violation; the potential penalties, the date and location of the hearing; the Member’s right to present evidence in his or her defense; and the Member’s right to representation. Unless the affected Member consents to a shorter notice period, such notice shall be sent at least ten (10) days before the proposed date of the hearing. The hearing shall be held in executive session unless the Member desires the meeting to be held during an open Board meeting.
- b. **Hearing.** The Board shall present the Member with the nature of the alleged violation and the reasons for believing that the violation exists. The Member being charged shall be given an opportunity to be heard, either orally or in writing. Following the conclusion of the hearing, the Board shall review the alleged violation, evaluate the evidence and make a final determination with respect to whether a violation did occur and, if so, the sanctions or fines to be imposed. In reaching its decision, the Board shall consider all mitigating factors including, without limitation:

- (i) The seriousness of the alleged violation;
- (ii) The efforts of the Member in curing the alleged violation, if applicable;
- (iii) The prior history of the Member in connection with compliance with the Governing Documents; and
- (iv) If requested by the Member, the financial condition of the Member.

- c. **Notice of Decision.** Within fifteen (15) days after the Board concludes its investigation and renders a decision, the Board shall give written notice of its decision personally or by certified mail. In the event that the Board determines that a violation has occurred, the Board may immediately impose fines and sanctions or may provide the Member with an additional amount of time in which to correct the violation before fines and sanctions are imposed. If fines and sanctions are imposed or if an additional cure period is granted and the violation is not cured within the cure period, the Board shall cause a Certificate of Violation to be prepared and filed with the Association's records. If the Member elected to have his hearing during an open Board meeting, then the final disposition of the matter, including any Board action taken, may be disclosed to the Membership.

**7.9 Sanctions.** The Board may impose any or all of the following sanctions: (i) require repayment of any property damage involved in the violation; (ii) require the property to be returned to the condition which existed prior to the violation, if applicable; or (iii) require the Member to submit an application to the Architectural Committee for after-the-fact approval and comply with the Committee's determination. Upon the issuance of a Certificate of Violation and/or the imposition of fines and sanctions, the Board shall suspend membership privileges for the Member, the members of his household, his Residents, Tenants, Visitors, Guests and domestic help until the sanctions imposed have been satisfied and the Certificate of Violation has been lifted. The suspension shall include, without limitation, the following:

- a. **Priority Access Through Gates.** Members, Residents and Visitors (where applicable) shall be denied the right to use the Resident Lane at the entrance gates, and shall have their visitor vehicle access devices deactivated.
- b. **Architectural Review.** Members shall not be permitted to submit plans to the Architectural Committee for review, unless to correct the violation;
- c. **Use of Community Facilities.** Members and Residents shall be prohibited from using community facilities and participating in community activities;
- d. **Voting in Community Elections.** Members shall be prohibited from voting in community elections.

**7.10 Stop Work Notice.** The Association may serve on any Member or Resident a Stop Work Notice, signed by the General Manager or any other authorized representative of the Association or Architectural Committee, as provided below:

- a. **Form of Notice.** If the Association believes a Member or Resident is constructing improvements on a Building Site that require Approval from the

Architectural Committee, but no such approval has been received, or if it believes a Member or Resident is performing work which exceeds or deviates from the approved plans, it shall deliver a Stop Work Notice to the Member or Resident. The Notice shall be personally delivered to the residence and shall specify that (i) no further work of any kind, with the exception of basic maintenance of the existing improvements, may be done without the written approval of the Architectural Committee; (ii) the date for a meeting with the Architectural Committee to review the alleged violation, which date shall be the earlier of the next date on which the Architectural Committee meets, or 14 days from the date of the Stop Work Notice; and (iii) the date and time for a hearing before the Board of Directors in accordance with the procedures outlined in this Section to determine whether a fine or suspension of privileges shall be imposed against the Member.

- b. *Lifting of Stop Work Notice.*** If the Architectural Committee issues an after-the-fact approval of the improvements, the Stop Work Notice shall be deemed to be lifted and the Member or Resident may resume work. If, however, the Architectural Committee denies the after-the-fact application, the Member or Resident must remove the improvements and restore the Building Site to the condition which existed prior to the unapproved work being commenced.
- c. *Board Hearing.*** The hearing before the Board may be held irrespective of the Architectural Committee's decision, and the Board may elect to impose fines or sanctions even if the work is approved by the Architectural Committee after-the-fact.

**7.11 Publish Names.** The Board shall have the right to publish names and disciplinary circumstances of all persons who have received a Certificate of Violation and who have had fines imposed and/or their privileges suspended.

**7.12 Judicial Enforcement.** The Board may take such actions as it deems necessary, including, but not limited to, actions for damages or injunctive relief, for the purpose of enforcing the Governing Documents and collecting any fines imposed.

## **SECTION 8**

### **ASSESSMENT COLLECTION POLICIES**

Timely payment of regular and special assessments is of critical importance to the Hidden Hills Community Association. Members' failure to pay annual assessments when due creates a financial burden on the Association and causes those Members who make timely payments to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent accounts:

**8.1 Due Date for Regular Assessments.** All regular assessments shall be due and payable on the tenth (10th) day of November of each calendar year.

**8.2 Due Date for Special Assessments.** Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment. In no event shall a special assessment be due and payable earlier than 30 days after the special assessment is imposed.

**8.3 Calculating the Assessments.** The Hidden Hills Community Association's CC&R's stipulates that the Board of Directors determine the assessed valuation of each property and improvements using the L.A. County Assessor's records of such valuation. The assessment rate is determined each year by dividing the total assessed valuation of property in Hidden Hills into the budgeted revenue from assessments. The total assessment for each property is then determined by multiplying the assessment rate by the assessed value of the property.

**8.4 Invoices.** Invoices for all assessments are mailed to the addresses shown in the County Assessor's records. Members who wish their assessments to be mailed to their businesses, property managers, or alternate addresses must notify the County Assessor of such. Invoices are mailed out no later than thirty (30) days prior to the due date of the assessment, and a reminder notice is included in the Association's newsletter(s). Invoices are mailed in envelopes requesting address corrections by the Post Office, and every effort is made to forward the invoices to the Members in a timely manner. Notwithstanding the above, it is the responsibility of every Member to pay their regular assessments on time, regardless of whether or not they received the invoice or any of the reminders.

**8.5 Assessment Adjustments.** The CC&R's provide that the Board shall be entitled to rely on the Assessor's records as conclusive evidence of the current valuation for a property. However, provided that documentation evidencing the error is provided to the Association's offices prior to the due date of the Assessment, the Board will make adjustments in the assessment due under the following circumstances:

- a. ***Change of Ownership Not Reflected.*** If a change of Ownership occurred prior to the date of the Assessor's records and yet the change is not reflected in the information received by the Association, the new Member may bring a copy of the closing escrow statement to the office *prior to the due date of the assessment* for an adjustment in the assessed value of the property and a recalculation of the assessment due.
- b. ***Adjustments in Assessed Value.*** If an Owner of a property delivers to the Board a copy of an official County Assessor's corrected, amended or otherwise modified assessed valuation of such property, the Board shall use the amended valuation in lieu of the valuation shown on the Assessor's records provided to the Association.

**8.6 Delinquencies.** Regular and special assessments shall be delinquent if not paid within thirty (30) days after they become due.

- a. ***Late Charge.*** A one-time late charge of 10% of the delinquent assessment shall be imposed on each delinquent assessment on the day it becomes delinquent.

- b. **Interest.** Interest at an annual percentage rate of 12% shall be imposed on all sums delinquent for more than thirty (30) days, in addition to the costs of collection and attorney's fees.

**8.7 Actions to Collect Delinquencies.** Once an assessment becomes delinquent, the Association may take any or all of the following actions to collect past due amounts.

- a. **Reminder Letter.** A reminder letter will be sent out in early January of each calendar year to the Members with unpaid regular assessments. The letter will show the total amount due, including interest and penalty. If the assessment, interest and penalty is not paid by the end of January of the calendar year, the Association shall begin collection procedures.
- b. **Liens.** Pursuant to Article V, Section 3, Subsections (d) and (e) of the Hidden Hills Declaration of Protective Restrictions (the CC&R's) and to Civil Code §1366, the Association may, at any time after the expiration of thirty (30) days after any charge or assessment against any building site, lot or parcel has become delinquent, record a Notice of Delinquent Charges and/or Assessments. The Notice of Delinquency will contain the amount of the delinquency, plus the interest, costs and penalties which have accrued thereon (including collection and attorney's fees), a description of the building site, lot or parcel against which the same has been assessed, and the name of the record or reputed owner thereof. Upon payment of the assessments, interest, penalties and costs, the Association will record a release of lien notice.

Each lien established pursuant to the provisions of this section of the CC&R's, whether or not a notice of delinquency was recorded, may be foreclosed upon in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action. Pursuant to Civil Code §1366, the Association may recover the following sums in addition to the delinquent assessment: (1) reasonable costs incurred in collecting the delinquent assessment, including reasonable attorneys' fees; (2) a late charge not exceeding 10 percent of the delinquent assessment or ten dollars (\$10), whichever is greater, unless the declaration specifies a late charge in a smaller amount, in which case any late charge imposed may not exceed the amount specified in this declaration; and (3) interest on all sums imposed in accordance with this section, including the delinquent assessment, reasonable costs of collection, and late charges, at an annual percentage rate not to exceed 12 percent interest, commencing 30 days after the assessment becomes due. Associations are exempted by this provision from interest-rate limitations imposed by Article XV of the California Constitution.

- c. **Suspend Privileges.** In addition to the foregoing remedies, the Association's Bylaws stipulate that members who are more than 30 days delinquent in the payment of their assessments are not considered to be Members In Good Standing. One who is not a Member In Good Standing of the Association is not entitled to enjoy the benefits and privileges offered by the Association, including

but not limited to receiving Architectural Committee approval of any building plans, use of the resident lane at the gate houses, use of the community facilities, and the ability to vote. This suspension of privileges applies not only to the delinquent Member, but to the other occupants of his or her household and/or any Tenants or other Residents.

- d. ***Small Claims Court.*** Assessments that are delinquent for more than one year, i.e., those still outstanding when the next year's assessment invoices go out, may be collected through the small claims court procedures.
- e. ***Publish Names.*** The Association may, at the discretion of the Board of Directors, publish names of members who are delinquent in the payment of their assessments.

**8.8 Crediting of Payments.** Payments will applied first toward the principal (oldest delinquency first), then toward late charges, interest and collection costs.

**8.9 Disputes Involving Assessment Collection.** If a Member disputes any of the Association's assessments or related charges, he or she has the right to have the dispute resolved by a court of appropriate jurisdiction or through Alternative Dispute Resolution ("ADR") as provided for in Civil Code §5855. However, the right to ADR exists only if the Member:

- a. ***Pays in Full.*** Pays in full all monies owed, including late charges, interest and collection costs plus attorney's fees; and
- b. ***Pays Under Protest.*** Indicates in writing that such payment is made under protest; and
- c. ***Pays Within Thirty Days.*** Makes the payment within thirty (30) days from the recording of the Notice of Delinquent Assessment.

Once the Member has complied with the above, the Member may enter into the form of ADR requested by the Member (e.g., arbitration or mediation). If the Member prevails in ADR, the Member may receive reasonable interest on the amount paid under protest. Members' rights to use ADR for disputed assessments is limited to twice in a single calendar year, or three times within five (5) calendar years.

**8.10 Attorneys' Fees.** If ADR, a small claims action, lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable attorney's fees plus costs of collection, including the collection company's charges.



## APPENDIX I

# Election Rules

**SECTION 1. Rules for the Election and Removal of Directors by Secret Ballot.** In connection with the election and removal of directors, and in accordance with the California Civil Code Section 5100 et seq., the following rules and procedure shall apply.

1. **Frequency.** Elections for a seat on the Board of Directors shall be held at the expiration of the corresponding director's term and at least once every four years.
2. **Meeting at Which Secret Ballots Shall Be Tabulated.**

2.1 The inspector(s) of election or their designee(s) shall tabulate the ballots for the election and/or recall of directors at the annual meeting of the owners or a special meeting of the owners or at a special meeting of the Board of Directors duly noticed for the purpose of counting ballots.

2.2 The Board of Directors shall determine the date, time and place of said annual or special meeting of the owners and/or the special meeting of the Board of Directors in accordance with the Association's Bylaws.

2.3 The voting period for elections shall be at least thirty (30) days. The polls shall open and close as stated on the secret ballot distributed for each election or, if not stated, the polls shall open at the time of the meeting, and close at a reasonable period thereafter, as determined by the inspector of elections.

3. **Qualifications and Nomination of Candidates.**

3.1 Notwithstanding anything to the contrary, set forth in the association's Bylaws, the only qualifications to be a candidate for election to the Board are as follows:

3.1.1 A candidate shall be a "Member" of the association. If title to a lot 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 purposes of election to the Board.

3.1.2 Each candidate must not be delinquent (as defined in the Association's collection policy) in the payment of any regular or special assessment levied by the Association (but not for nonpayment of monetary penalties, monetary penalties renamed as assessments, collection charges, late charges, or costs levied by a third party). For purposes hereof, a Member shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true: (1) the Member has paid the regular or special assessment under protest pursuant to Civil Code Section 5658; or (2) the Member has entered into a payment plan pursuant to Civil Code Section 5665.

3.1.3 A person may not be a candidate if the candidate discloses, or if the Association is aware of, or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage as to that person should the person be elected.

3.1.4 A person may not be a candidate if such person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same lot as the person and the other person is either properly nominated for the current election or an incumbent director.

3.1.5 A person may not be a candidate if such person has not been a Member for at least one (1) year.

3.2 The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code Section 5900 et seq.

3.3 Owners may nominate themselves or another person. Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board, and meets the foregoing qualifications for candidacy.

3.4 All candidates who wish to serve on the Board of Directors and, if appropriate, have confirmed their willingness to run for election to the Board of Directors, shall be listed on the secret ballot if their candidate nomination form is received by the date stated on the form.

3.5 Write-in candidates are prohibited.

3.6 Nominations from the floor of the meeting are prohibited unless there are insufficient candidates to fill available slots.

3.7 The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form.

#### **4. Voter List and Candidate List; Right to Verify Accuracy of Individual Information.**

4.1 The Association shall prepare a candidate registration list following the deadline for returning nominations. The Association shall also prepare a voter list at least thirty (30) days before the secret ballots are mailed, which list shall include for each owner, the 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.

4.2 The Association shall retain, as Association election materials, both the candidate registration list and the voter list. The Association shall permit members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two (2) business days.

## **5. Inspector(s) of Election.**

5.1 The Board of Directors shall appoint one (1) or three (3) independent third parties as inspectors of election before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to: a volunteer poll worker with the county registrar of voters; a licensee of the California Board of Accountancy; or a notary public. An independent third party may include a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.

5.2 Upon appointment, the inspector(s) of election shall meet to determine, among other things, who shall prepare and deliver the nomination procedures, candidate nomination forms, notices, ballots and other information required by the Act (collectively, "Election Materials") to the members and to whom the Election Materials shall be returned on behalf of the inspector(s) of election (the "Ballot Collector"). The inspector(s) of election may delegate the task of preparing and delivering the Election Materials to a third party, and may designate that Election Materials be returned to the inspector(s) of election in care of a third party. Only the inspector(s) of election shall be authorized to open and tabulate secret ballots.

5.3 The inspector(s) of election shall also do all of the following:

5.3.1 determine the number of memberships entitled to vote and the voting power of each (note: the voting rights of an owner may not be suspended under any circumstances);

5.3.2 determine the authenticity, validity, and effect of proxies, if any;

5.3.3 receive ballots;

5.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.3.5 count and tabulate all votes;

5.3.6 determine when the polls shall close;

5.3.7 determine the result of the election; and,

5.3.8 perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section, the Corporations Code and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

5.4 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. The decision or act of a majority shall be effective in all respects as the decision or act of all.

5.5 Any report made by the inspector(s) is prima facie evidence of the facts stated in the report.

5.6 The Board of Directors may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board of Directors reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

5.7 The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties as defined herein.

**6. Election Timeline and Mailings.** The election timeline for delivering all of the statutorily required documents to members is approximately 105 days.

6.1 Nomination Procedures/Candidate Nomination Form. At least 105 days before the date of the meeting at which the secret ballots for the election of directors or the vote to remove directors(s) and elect his/her/their replacement shall be tabulated, the Association shall, by individual notice, deliver to all members notice of the procedure and deadline for submitting a nomination, and a Candidate Nomination Form. The deadline for returning the Candidate Nomination Forms shall be at least 30 days from the date of the mailing.

6.2 Mailing Prior to Secret Ballot Distribution. At least sixty (60) days before the election (i.e., at least thirty (30) days before the secret ballots are mailed to owners), the Association shall provide general notice to the members of all of the following:

6.2.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections.

6.2.2 The date, time, and location of the meeting at which ballots will be counted.

6.2.3 The list of all candidates' names that will appear on the ballot.

6.2.4 Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

### **6.3 Secret Ballot Procedure; Record Date.**

6.3.1 The inspector(s) of election shall cause the Association to mail by first-class mail or deliver to each member not less than thirty (30) days prior to the election:

(a) Ballots and two (2) pre-addressed envelopes with instructions on how to return ballots; and,

(b) A copy of these election rules. Delivery of the election operating rules may be accomplished by either of the following methods:

(i) Posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

(ii) Individual delivery.

6.3.2 Ballots must ensure the confidentiality of the voters.

(a) A voter may not be identified by name or separate interest identifier on the ballot.

(b) The ballot shall not require the signature of the voter.

(c) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election, who will be tallying the votes.

6.3.3 Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

6.3.4 A member may request a receipt for delivery of his or her ballot.

6.3.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

## **7. Campaigning.**

7.1 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) including the photograph or prominently featuring the name of a candidate on a communication" from the association (except the ballot and voting materials and equal access communications sent pursuant to this Section).

7.2 If any such access is provided at all, all candidates or members advocating a point of view during a campaign, including those not endorsed by the Board of Directors, shall be provided equal access to Association media, newsletters, or internet websites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

7.3 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

## **8. Handling of Ballots.**

8.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such lot. Subject to validation by the inspector(s) of election, once a secret ballot is received by the inspector(s) of election, it shall be irrevocable. Any subsequent ballots received for the same lot shall be deemed invalid and shall be discarded.

8.2 The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote.

8.3 No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

8.4 The inspectors of election shall not:

8.4.1 Deny a ballot to a member for any reason other than not being a member at the time when ballots are distributed.

8.4.2 Deny a ballot to a person with general power of attorney for a member.

8.5 After the tabulation of the vote and for one (1) year after the election or removal, election ballots shall be kept in the custody of the inspector(s) of election. After such time, the 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 his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

## **9. Tabulation of Votes; Quorum Requirement.**

9.1 All votes shall be counted and tabulated by the inspector(s) of election or their designee(s) in public at a properly noticed open meeting of the members or of the Board of Directors. A quorum of members or a quorum of Board members, as the case may be, must be present if required by the Association's governing documents. Each ballot received by the inspector(s) of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

9.2 The inspector(s) of election shall confirm that no more than one (1) ballot was returned for each lot, and that:

9.2.1 The printed name of the member on the upper left hand corner of the envelope is legible and matches the name of at least one of the record owners of the property as shown on the Association's membership list;

9.2.2 The member's signature is on the address envelope; and

9.2.3 The address shown on the address envelope corresponds to the member's address on the Association's membership list.

If, in the sole discretion of the inspector(s), the requirements above are not met, the envelope will not be valid for any purpose, including establishing a quorum.

9.3 The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

9.4 Any candidate or other member of the Association may witness the counting and tabulation of the votes from a reasonable distance of no less than five (5) feet from any inspector.

9.5 In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners if a quorum is required by the Association's governing documents. If a quorum of ballots is not received, the ballots will not be counted.

## **10. Announcement of Results.**

10.1 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

10.2 Upon certification of the election results by the inspector(s) of election, the newly elected Board members shall be deemed to have taken office.

10.3 Within 15 days of the election, the board shall give members general notice pursuant to Civil Code Section 4045 of the tabulated results of the election.

**11. Retention of Voting Materials.** The sealed (or, after tabulation, returned) ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times

be in the custody of the inspector or inspectors of elections or at a location designated by the inspector or inspectors 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 or inspectors of elections 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. Signed voter envelopes may be inspected but may not be copied.

## **12. Other Voting/Campaign Issues.**

12.1 No Cumulative Voting. Cumulative voting is not permitted.

12.2 Proxies. The Association's Bylaws permit an owner to give a proxy to another person to vote a secret ballot on the owner's behalf. However, proxies shall not be construed or used in lieu of a secret ballot. In such a situation, the proxyholder will fill out the ballot and enclose it in the "secret ballot" envelope. This envelope will then be enclosed in the second envelope, as discussed above. In the upper left hand corner of the second envelope, the proxyholder will sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles the owner to vote; however, as the "voter", the proxyholder will sign and print his/her name underneath the name and address of the owner. The proxy must be returned with the ballot, but NOT placed inside the "secret ballot" envelope. If any instruction is given in a proxy issued for an election (or other vote) that directs the manner in which the proxyholder is to cast the vote, such instruction shall be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. A proxy may be revoked by the owner prior to the receipt of the secret ballot by the inspector(s) of election. If a proxy and a secret ballot are received for the same separate interest, the proxy shall be deemed to have been revoked and the secret ballot shall be counted (if verified by the inspector(s) of election pursuant to these rules). If more than one proxy is received on behalf of a separate interest, the most currently dated proxy shall be counted.

12.3 Voting on Other Matters. The Association may, but is not obligated to, vote by secret ballot on any other topic which requires the vote of the Owners.

## **SECTION 2. Rules for voting Regarding Assessments Legally Requiring a Vote, Amendments to Governing Documents and Granting of Exclusive Right to Use Common Area by Secret Ballot.**

Pursuant to Civil Code Section 5100(a), when owners are to vote to approve assessments legally requiring a vote, amendments to governing documents and/or granting the exclusive use of common area to a member, the following must occur:

### **1. Meeting at Which Secret Ballots Shall Be Tabulated.**



1.1 Unless the vote is being taken in connection with an annual meeting of the owners, the inspector(s) of election or their designee(s) shall tabulate the ballots for the vote to approve assessments legally requiring a vote, amendments to governing documents and/or granting the exclusive use of common area to a member at a duly noticed (regular or special) meeting of the Board of Directors, or at a special meeting of the members. The Board of Directors shall determine the date, time and place of said meeting.

1.2 The qualifications for voting and the voting power of each membership are as stated in the Association's governing documents.

1.3 The voting period for elections shall be at least thirty (30) days. The polls shall open and close as stated on the secret ballot distributed for each election or, if not stated, the polls shall open at the time of the meeting, and close at a reasonable period thereafter, as determined by the inspectors of election.

## **2. Inspector(s) of Election.**

2.1 The Board of Directors shall appoint one (1) or three (3) independent third parties as inspectors of election before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to: a volunteer poll worker with the county registrar of voters; a licensee of the California Board of Accountancy; or a notary public. An independent third party may include a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.

2.2 Upon appointment, the inspector(s) of election shall meet to determine, among other things, who shall prepare and deliver the nomination procedures, candidate nomination forms, notices, ballots and other information required by the Act (collectively, "Election Materials") to the members and to whom the Election Materials shall be returned on behalf of the inspector(s) of election (the "Ballot Collector"). The inspector(s) of election may delegate the task of preparing and delivering the Election Materials to a third party, and may designate that Election Materials be returned to the inspector(s) of election in care of a third party. Only the inspector(s) of election shall be authorized to open and tabulate secret ballots.

2.3 The inspector(s) of election shall also do all of the following:

2.3.1 determine the number of memberships entitled to vote and the voting power of each (note: the voting rights of an owner may not be suspended under any circumstances);

2.3.2 determine the authenticity, validity, and effect of proxies, if any;

2.3.3 receive ballots;

2.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

2.3.5 count and tabulate all votes;

2.3.6 determine when the polls shall close;

2.3.7 determine the result of the vote; and,

2.3.8 perform any acts as may be proper to conduct the vote with fairness to all members in accordance with this section, the Corporations Code and all applicable rules of the Association regarding the conduct of the vote that are not in conflict with this section.

2.4 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. The decision or act of a majority shall be effective in all respects as the decision or act of all.

2.5 Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.

2.6 The Board of Directors may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board of Directors reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

2.7 The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties as defined herein.

### **3. Voter List; Right to Verify Accuracy of Individual Information.**

3.1 The Association shall also prepare a voter list at least thirty (30) days before the secret ballots are mailed, which list shall include for each owner, the 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. The Association shall retain, as Association election materials, the voter list. The Association shall permit members to verify the accuracy of their individual information on such list at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two (2) business days.

### **4. Secret Ballot Procedure; Record Date.**

4.1 The inspector(s) of election shall cause the Association to mail by first-class mail or deliver to each member not less than thirty (30) days prior to the election:

4.1.1 Ballots and two (2) preaddressed envelopes with instructions on how to return ballots; and,

4.1.2 A copy of these election rules. Delivery of the election operating rules may be accomplished by either of the following methods:

(a) Posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

(b) Individual delivery.

4.2 Ballots must ensure the confidentiality of the voters.

4.2.1 A voter may not be identified by name or separate interest identifier on the ballot.

4.2.2 The ballot shall not require the signature of the voter.

4.2.3 The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election, who will be tallying the votes.

4.3 Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

4.4 A member may request a receipt for delivery of his or her ballot.

4.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

## **5. Campaigning.**

5.1 Association funds may not be used for "campaign purposes" in connection with any election.

5.2 If any such access is provided at all, all members advocating a point of view during a campaign, including those not endorsed by the Board of Directors, shall be provided equal access to Association media, newsletters, or internet websites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

5.3 All members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

## **6. Handling of Ballots.**

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such lot. Subject to validation by the inspector(s) of election, once a secret ballot is received by the inspector(s) of election, it shall be irrevocable. Any subsequent ballots received for the same lot shall be deemed invalid and shall be discarded.

6.2 The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote.

6.3 No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.4 The inspectors of election shall not:

6.4.1 Deny a ballot to a member for any reason other than not being a member at the time when ballots are distributed.

6.4.2 Deny a ballot to a person with general power of attorney for a member.

6.5 After the tabulation of the vote and for one (1) year after the election or removal, election ballots shall be kept in the custody of the inspector(s) of election. After such time, the 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 his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

## **7. Tabulation of Votes; Quorum Requirement.**

7.1 All votes shall be counted and tabulated by the inspector(s) of election or their designee(s) in public at a properly noticed open meeting of the members or of the Board of Directors. A quorum of members or a quorum of Board members, as the case may be, must be present if required by the Association's governing documents. Each ballot received by the inspector(s) of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

7.2 The inspector(s) of election shall confirm that no more than one (1) ballot was returned for each lot and that:

7.2.1 The printed name of the member on the upper left hand corner of the envelope is legible and matches the name of at least one of the record owners of the property as shown on the Association's membership list;

7.2.2 The member's signature is on the address envelope; and

7.2.3 The address shown on the address envelope corresponds to the member's address on the Association's membership list.

If, in the sole discretion of the inspector(s), the requirements above are not met, the envelope will not be valid for any purpose, including establishing a quorum.

7.3 Owners who have not previously submitted a ballot may complete one at the meeting and return it to the inspector(s) of election prior to the polls closing.

7.4 The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

7.5 Any member of the Association may witness the counting and tabulation of the votes from a reasonable distance of no less than five (5) feet from any inspector.

7.6 In order for the vote on the proposal to be valid, ballots must be returned by at least a quorum of the owners if a quorum is required by the Association's governing documents or applicable law and the requisite percentage of owners must vote to approve the proposal. If a quorum of ballots is not received, the ballots will not be counted.

## **8. Announcement of Results.**

8.1 The results of the vote shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

8.2 Within fifteen (15) days of the election, the Board shall give members general notice pursuant to Civil Code Section 4045 of the tabulated results of the election.

**9. Retention of Voting Materials.** The sealed (or, after tabulation, returned) ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the inspector or inspectors of elections or at a location designated by the inspector or inspectors 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 or inspectors of elections 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. Signed voter envelopes may be inspected but may not be copied.

## **10. Other Voting Issues.**

10.1 Proxies. The Association's Bylaws permit an owner to give a proxy to another person to vote a secret ballot on the owner's behalf. However, proxies shall not be construed or used in lieu of a secret ballot. In such a situation, the proxyholder will fill out the ballot and enclose it in the "secret ballot" envelope. This envelope will then be enclosed in the second envelope, as discussed above. In the upper left hand corner of the second envelope, the proxyholder will sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles the owner to vote; however, as the "voter", the proxyholder will sign and print his/her name underneath the name and address of the owner. The proxy must be returned with the ballot, but NOT placed inside the "secret ballot" envelope. If any instruction is given in a proxy issued for an election (or other vote) that directs the manner in which the proxyholder is to cast the vote, such instruction shall be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. A proxy may be revoked by the owner prior to the receipt of the secret ballot by the inspector(s) of election. If a proxy and a secret ballot are received for the same separate interest, the proxy shall be deemed to have been revoked and the secret ballot shall be counted (if verified by the inspector(s) of election pursuant to these rules). If more than one proxy is received on behalf of a separate interest, the most currently dated proxy shall be counted.

10.2 Other Matters. The Association may, but is not obligated to, vote by secret ballot on any other topic which requires the vote of the Owners.

## APPENDIX II

# Community Center Rules and Regulations

Welcome to the Hidden Hills Community Center. The following rules will acquaint you with the Community Center and how it operates. The rules are not meant to be unduly restrictive but instead to help avoid disputes, promote safety and minimize property damage. All disputes shall be adjudicated by the Board of Directors.

### SECTION 1 GENERAL INFORMATION

**1.1 Hours.** The Community Center is open daily from 7:00 a.m. to 10:00 p.m.

**1.2 Private Functions.** The Community Center is not available for private functions. However, residents may use the outdoor facilities for private parties as long as they do not unreasonably interfere with other residents' use of the site. A schedule of private parties is kept in the office. The reserving resident shall be responsible for the costs associated with any extra cleaning services required because of the event or damage caused to Association property.

**1.3 Using Indoor Facilities.** The indoor facilities, including the Recreation Room and the Theater, may be used for events that are open to and appropriate for the entire community, as well as for meetings for Political Purposes, as outlined in Civil Code §4515.

- a. Meetings for Political Purposes, per Civil Code §4515, are defined as follows:
- i. Meetings relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes; and
  - ii. Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest.
  - iii. Meetings for Political Purposes may be scheduled in any of the Association's common areas when those areas are not otherwise in use.
  - iv. Residents using facilities for Political Purposes shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on the Association's insurance policy. However, residents may be required to pay any costs necessary to clean the facilities, repair damage caused by the resident and/or his or her guests or invitees or to pay a technician to operate equipment in the theater.

- b. Except as provided in 1.3.a., above, all uses of the indoor facilities must adhere to the following regulations:
  - i. The subject must be of general interest to the community and must be approved by the President of the Board of Directors at his/her sole discretion;
  - ii. The Association reserves the right to notice the event to the community as deemed appropriate.
  - iii. Depending on the type of event, insurance and/or a deposit may be required, except that meetings for Political Purposes cannot be subject to this requirement.
  - iv. Except as otherwise expressly permitted by the Board, no soliciting or commercial activity is allowed.
  - v. Residents shall be responsible for any required cleaning and damage caused to the facilities by their guests and invitees.

**1.4 Use of the Theater.** All theatrical requests to use the theater shall be approved by the Theater Committee. All non-theatrical requests to use the Theater must be submitted to and approved by the President of the Board of Directors at his/her sole discretion. All events held in the Theater require the reserving resident to hire and pay Association-approved technicians and staff.

- a. Facilities can be reserved no earlier than 90 days prior to the event.
- b. Priority for booking the theater is as follows:
  - i. theatrical events, including rehearsals, performances and a 15 day lockout prior to a production for Hot Set
  - ii. association-sponsored events
  - iii. other theatrical events
  - iv. other events as approved by the Board President at his/her sole

discretion.

**1.5 Damage.** The reserving resident shall be responsible for any and all cleaning and damage caused to Association property.

**1.6 Indemnity.** Residents using common area facilities agree to indemnify and hold harmless the Association and its officers, directors, committee members and staff from any damage, injury, claims, demands, judgments, settlements and the like arising from or otherwise caused by the negligence or willful misconduct of the resident and/or his or her guests or invitees.

**1.7 Appeal.** Any request denied by the President may be appealed to the Board of Directors, within 15 days of the denial, by sending management a written appeal. The Board's decision shall be final and binding.

**1.8 Insurance Limitations.** While the Association's insurance covers damage to the facilities and slips and falls, it does not necessarily cover actions taken by volunteers and or vendors who may be leading programs at the Community Center. If you are concerned about whether a particular trainer, instructor or vendor has insurance, you should talk to that individual and make your decisions accordingly.



**1.9 Treatment of Staff.** The Association's staff are an integral part of Hidden Hills and the Community Center. As a result, please make sure you treat our staff with courtesy. If residents harass or mistreat employees, they will be subject to fines, suspension of privileges, and/or other legal remedies. If you believe a staff member is engaging in inappropriate conduct or is not doing his or her job, *do not* approach the employee. Instead, contact the Manager. If the issue involves the Manager, please contact the Board.

**1.10 No Medical Assistance.** The Community Center is not equipped nor are its employees trained to render medical assistance. If you have a medical condition, please make sure you make appropriate arrangements with your doctor and nearby medical facilities.

**1.11 Reporting Suspicious Activity.** If you see suspicious activity, including, but not limited to, persons entering the Common Areas without an access key or perimeter key card, or loitering in the garages, Common Areas or in hallways, report your suspicions to the Office immediately.

**1.12 Reporting Unsafe Conditions.** If you see any unsafe conditions on the property, please notify the office immediately. This includes sharp edges, uneven sidewalks, obstructions in pathways, low-hanging limbs, burned-out lights, bare electrical wires, etc. If you see any fire hazards on the property, please notify the office immediately.

**1.13 Behavior.** Anyone who engages in inappropriate behavior may be subject to disciplinary and/or legal action.

**1.14 Controlled Substances.** Anyone believed to be under the influence of a controlled substance will be asked to leave the Community Center. Anyone caught possessing or selling controlled substances in or around the Community Center may be subject to disciplinary and/or legal action.

## **SECTION 2**

### **GENERAL RESTRICTIONS**

**2.1 Supervision.** Children under 11 years of age are not allowed to be at the Community Center unsupervised. They must either be under parental supervision or in a class with adult supervision.

**2.2 Wheels at the Community Center.** Skateboards, bicycles, scooters (motorized or not) and rollerblades are prohibited on Association property, except that rollerblades are permitted on the Sports Court only. Residents are cautioned that the use of rollerblades may be an inherently dangerous activity that anyone participating in this type of activity does so at their own risk and that the Association is not responsible for any damage or injury resulting from such activity. Notwithstanding this policy, no skateboard, bicycle, scooter, and/or rollerblade may damage Association property. In addition to the penalties outlined in this document, anyone violating this provision may, at the discretion of the Board, be required to repair the damage and restore the area to its original condition.

**2.3 No Smoking or Littering.** No smoking is allowed in or around the Community Center. Littering is prohibited.

**2.4 No Graffiti/Vandalism.** Defacing signs, graffiti, and vandalism in or around the Community Center is strictly prohibited and can result in criminal prosecution in addition to fines, potential civil litigation and loss of privileges. Throwing foreign material into the pool (rocks, furniture, etc.) is considered vandalism.

**2.5 Proper Attire.** Whenever using the Community Center, proper attire must be worn at all times.

**2.6 Commercial Photography.** Commercial photography and videotaping are not allowed in the community without prior written approval of the Board.

**2.7 No Solicitation.** Solicitation and posting or distributing flyers is prohibited unless for pre-approved activities at the Community Center or otherwise expressly permitted by the Board.

**2.8 Nuisance.** No one may cause or permit to be caused anything which constitutes a nuisance, i.e., an unreasonable disturbance or annoyance to others. Violation of any federal, state, municipal or local law, ordinance or regulation will be deemed a nuisance.

### **SECTION 3** **SWIMMING POOL**

**3.1 Use of Swimming Pool.** The Association's swimming pool is to be used solely by residents and their guests. Residents must be present in the pool area with their guests and may not simply allow their guests to use the facilities. If a resident and his/her guest are swimming laps and there are not enough lanes for other residents to use, the resident and his/her guest must share a lane. Residents are not permitted to invite so many guests so as to preclude other Residents from using and enjoying the pool and pool area.

**3.2 Assumption of Risk.** Except during the Summer Program hours, **NO LIFEGUARDS ARE ON DUTY.** Residents are cautioned that the use of the swimming pool is at their own risk and that they assume full responsibility for their own safety as well as that of their guests. Tampering with or using any of the safety equipment, including but not limited to the lifeguard ring and spine board, is strictly prohibited except in the event of an emergency. Children under 16 years of age must be accompanied by an adult when no lifeguard is on duty.

**3.3 Hours of Operation.** Pool hours are 6:00 a.m. to 9:00 p.m. "Quiet Hours" are from 6:00 a.m. to 9:00 a.m. The term "Quiet Hours" shall mean the use of the pool for activities which generate minimal noise such as lap swimming, water exercises, etc. No swimming lessons are permitted during pool quiet hours. No loud noises or voices are permitted. Pool parties are nonexclusive and may not occur during "Quiet Hours." For purposes of this rule, a

"pool party" is defined as more than 4 guests. Residents may gain access to the pool by obtaining a card key from the office.

**3.4 Keep Area Secure.** When entering and exiting the pool area, residents must make sure the gate closes behind them and that they do not admit anyone who does not have a valid card key. Propping the gate open is forbidden.

**3.5 Communicable Diseases.** Persons with skin diseases, open sores, inflamed eyes, nasal or ear discharges, or any diseases which are readily communicable may not use the swimming pool until such time as the disease is no longer communicable.

**3.6 No Glass.** So as to prevent injuries, glass containers of any kind are prohibited in or around the swimming pool.

**3.7 Sand.** Sand must be washed off feet before entering pool.

**3.8 Running/Diving.** Running is not permitted in the pool area. Diving is permitted only in the deep end of the pool.

**3.9 Clean Up.** Residents must clean up after themselves, their children and their guests.

**3.10 Mobile Devices.** Mobile devices such as iPods, tablets and cellular phones that play music may be used with earphones.

**3.11 Proper Swimming Attire.** Appropriate swimming attire must be worn. Cut-offs, jeans and Bermuda shorts are not allowed.

**3.12 No Diapers.** Diapers are prohibited in the pool. Swim diapers must be worn by children who are not toilet trained.

**3.13 No Rough Play.** Boisterous conduct and rough play are prohibited.

**3.14 Toys and Rafts.** Inflatable rafts and inner tubes are not allowed. Small toys such as balls, water guns, rings, noodles, etc. may be permitted depending upon the number of persons in the pool and the manner in which the toys are used. Water wings and safety suits are permitted at all times.

**3.15 Pool Furniture and Equipment.** Pool furniture is available on a "first come, first served" basis. Furniture may only be "saved" for a few minutes. Tampering with pool furniture or equipment or tampering with the settings on pool equipment is prohibited.

**3.16 Animals.** Animals are not permitted in the pool at any time.

## **SECTION 4** **BARBECUE AREA**

**4.1 Assumption of Risk.** Because the barbecue is fueled by natural gas, there is some risk inherent in its use. Residents are cautioned to **USE THE BARBEQUE AT THEIR OWN RISK.**

**4.2 No Exclusive Use.** Like all of the other community facilities, residents are not permitted exclusive use of the barbecue. Please be courteous to others wishing to use the barbecue.

**4.3 Use of Barbecue.** If the gas is shut off, please contact the office for instructions on how to turn it on. The barbecue **MUST** be turned off after each use and the area cleaned thoroughly, whether or not it was clean before the use.

**4.4 Honor System.** Compliance with these rules is on the honor system. Failure to follow the rules will result in the revocation of barbecue privileges **for the entire community.**

## **SECTION 5**

### **TENNIS & SPORT COURTS**

**5.1. Use of Tennis Courts and Time Limits.** Except as provided below, the following basic rules apply to all of the Association's tennis courts:

- a. The Association's tennis courts are to be used solely by Residents playing tennis except during the hours of 3:00 p.m. to 6:00 p.m., Sunday through Saturday, and 12:00 - 6:00 p.m. on Wednesdays, when the easternmost court at the Community Center is reserved for basketball play. During the designated basketball hours, tennis players are free to use the adjacent court for tennis (or to hit balls against the backboard) if they so choose. Tennis players may use the basketball court for tennis during the designated basketball hours if the court is vacant.
- b. Priority is established on a first-come, first-served basis. Courts cannot be reserved.
- c. Play is limited to one hour if others are waiting to use the court.
- d. Proper attire and shoes are required at all times. No hard-soled or black-soled shoes are allowed on the courts.
- e. Nets may not be dismantled, removed or altered without the express written authorization from the Hidden Hills Community Association or the Hidden Hills Tennis Club.
- f. During the designated basketball hours, all tennis lessons shall be held at the Spring Valley courts.

**5.2. Exceptions.** Following are the only permitted exceptions to the above basic rules.

- a. **Use by Camp.** During the Summer Program, the tennis courts at both the Community Center and Spring Valley Park are reserved for the Hidden Hills Camp during the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday. However, when the Camp is not using the courts during those hours, and after checking with the Camp Counselors, tennis players may use them until they are again needed by the Camp.
- b. **Further Use by Camp.** During the Summer Program, the westernmost tennis court at the Community Center shall be reserved for the Summer Camp Enrichment Tennis Teacher from 4:00 to 7:00 p.m., Monday through Friday.
- c. **Tennis Club.** All Association courts are reserved for Tennis Club match play the 1st, 2nd and 4th Saturdays of the month, from 8:30 a.m. to 12:00 p.m., and the 2nd Tuesday of the month, from 8:30 to 11:30 a.m.
- d. **Residents and Guests Only.** Visitors are permitted to use the Association courts only when playing tennis, taking a tennis lesson, or playing basketball with their Resident sponsor. In other words, the Resident must be actively participating in the use of the courts with the Visitor. By way of example, if a Resident and Visitor have scheduled a lesson and the Resident is unable to make it, the lesson must be cancelled, as the Visitor is not permitted, under any circumstances, to use the courts without the Resident sponsor.

## **SECTION 6**

### **RECREATION ROOM**

- 6.1 Food & Drink Allowed.** Food and drinks are allowed in all areas of the recreation room. However, spills must be cleaned up *immediately*.
- 6.2 Kitchen and Serving Area.** Children are not allowed in the kitchen.
- 6.3 Adult Supervision.** Children under the age of 11 must be supervised at all times. Children are not allowed to play in the fireplace or operate the thermostats.
- 6.4 Tables and Chairs.** Tables and chairs must be cleaned and put away after each use unless pre-arranged with the office.
- 6.5 Arts and Crafts.** To protect the floors, drop cloths must be used with any arts and/or crafts projects. Paint remover and/or thinner may only be used by a qualified instructor so as to avoid damage to the floors.
- 6.6 Storage Lockers.** Under no circumstances may explosives, fireworks, hazardous materials, oil-based paints or illegal substances be stored in the storage lockers.

## **SECTION 7**

### **THEATER**

**7.1 No Food or Drink.** No food or drink is allowed in the theater at any time.

**7.2 Limited Capacity.** The Theater is limited to ninety-nine (99) spectators per function. Spectators may not sit on the floors or stairs.

**7.3 Adult Supervision.** Children must be supervised at all times. Children are not allowed in the projection room. Children may not play with any of the equipment, including thermostats, lights, projector screens and curtains, etc. Children may not rough-house in the Theater.

**7.4 No Nails or Staples.** No nails, staples, etc. may be used on any floors, chairs, walls or ceilings.

**7.5 Paint.** Paint, paint remover, etc. is permitted only in the set storage area and must be used with drop cloths. To ensure proper ventilation when using these materials, the roll-up door should be open. Oil-based paints are prohibited.

## **SECTION 8** **ENFORCEMENT OF RULES**

Individuals who, in the opinion of Association staff are incapable of reasonable control of their actions or fail to comply with Community Center rules will be asked to leave the facility. Those who violate the rules may be subject to disciplinary and/or legal action.

## **SECTION 9** **CODE OF CONDUCT**

The following Code of Conduct will be posted at the Community Center and shall constitute an addendum to the Community Center rules:

Welcome to the Hidden Hills Community Center. We strive to provide a safe and enjoyable environment for our residents and their families. This Code of Conduct will be in effect at all times while using this facility. Any person who violates these rules may be asked to leave or further prohibited from using this facility.

### **CODE OF CONDUCT**

The following activities/behaviors are strictly prohibited:

1. Physically or verbally threatening any person or creating a disturbance which is disruptive or dangerous.

2. Wrongfully using, defacing, damaging or destroying property in any area belonging to the Hidden Hills Community Association.

3. Using sexually explicit language or obscene gestures.
4. Skating, rollerblading, skateboarding or bicycling or otherwise obstructing or interfering with residents' and their guests' enjoyment of the facilities.
5. Throwing, discarding or depositing trash in anything other than a designated trash receptacle, or leaving trash at the site.
6. Bringing animals of any kind to the Community Center site, except those animals used to assist physically challenged individuals.
7. Jumping off of any structure at the Community Center.

**APPENDIX III**  
**FINE SCHEDULE**

	Violation	First Time Fine*	Persistent, Continuing and Uninterrupted Violations**
1	Trail issues, including but not limited to driving on trails, eroding trails or dumping on trails.	\$250.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
2	Fencing issues, including but not limited to failure to install, repair, maintain, etc.	\$250.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
3	Name signs and mailboxes needing to be replaced	Replacement Cost	
4	Gate violations, including but not limited to crashing through the gate arm, abusing guards, permitting guests to cut through and violating the "Hours of Entry" rules for guests. Fine is in addition to the costs associated with repair of any damage.	\$250.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
5	Harassing or abusing Association staff, agents, contractors, and/or vendors.	\$1,000.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
6	Commencing construction or property improvements without obtaining Architectural Committee approval	\$1,000.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
7	Deviating from a plan approved by the Architectural Committee without first obtaining approval from the Committee	\$1,000.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
8	Violating a Stop Work Notice issued by the Association	\$1,000.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
9	Filming/Commercial Photography without Approval	\$250.00 to \$25,000	\$5,000.00 increments for each day the violation continues.
10	Any other violations not set forth above	\$250.00 to \$25,000	\$5,000.00 increments for each day the violation continues.

\* The Board, at its discretion, may impose a first time fine within the range set forth under the corresponding violation.

\*\* The first time fine imposed may be increased in the dollar amount increments set forth under the corresponding violation for each day the violation continues at the discretion of the Board. For example, a first time penalty of \$25,000 is \$30,000 on the second day, \$35,000 on the third day, and so on.

\*\*\* A penalty of 300% of the Architectural fee will be imposed, regardless of whether or not a fine is imposed. See Architectural Standards for details.

Where applicable, the above fines are in addition to any costs that might be associated with correcting the violation or



replacing or repairing the damage. Removal of the improvements and/or restoration of the site to its previous approved condition may also be required in addition to any fine imposed. For multiple violations of the Governing Documents, a separate fine will be imposed for each.