

RULES & REGULATIONS

of the

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

Adopted November 15, 2005

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RULES & REGULATIONS

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 Commercial Photography. Commercial photography, filming and video taping are not allowed at any time without prior written approval of the Board of Directors.

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.

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 for residential purposes. 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 have an excessive negative impact on the community. The Board of Directors shall be the sole arbiter of whether a given activity has exceeded the limited business use or has an 'excessive negative impact on the community' so as to be precluded. The Board's decision in this regard shall be final and binding.

a) **Limited Business Use.** In determining whether a Resident has exceeded the limited business use permitted by this section and/or created an excessive negative impact on the community, 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 relating to the business activity;
- v. Disturbances. Noise, light and/or offensive odors emanating from the residence related to the business.
- vi. Advertisements. Advertisements, including but not limited to business cards and yellow page listings, that include the address of the residence or any reference to Hidden Hills;

vii. Signage. Any business signage.

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

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). **No Signs.** No signs except the standard Hidden Hills name sign, may be placed in the parkways, trails or any common area.

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.

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 Access to the Community. The Association may refuse to admit any person into the community (other than residents, tenants and owners) if in the Board's sole discretion it believes that person has violated the Governing Documents, created a nuisance, disturbed the peace, or presents a threat to health and

safety.

2.2 Regulation of Vehicle Bar Code Decals. To limit unauthorized access to the community, bar code decals shall only be issued to Members, Residents and Visitors in accordance with the provisions of the Gate Operations Manual. Residents shall remove all bar codes from vehicles that are sold or transferred, and to promptly notify to the Association office to deactivate the bar code decal(s).

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 leash law, 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.

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. No construction is permitted on Sundays or holidays. For purposes of gate entry, "construction" includes, without limitation, gardening, pool service, and other interior and exterior workers. Admitting "construction" workers on a Sunday or holiday 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 thirty (30) days before the proposed date of the hearing for violations not deemed “serious” as defined in this Section, and at least thirteen (13) days before the proposed date of the hearing for violations defined by this Section as “serious.” 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 and Residents shall be denied the right to use the Resident Lane at the entrance gates, and Visitors, Guests and vendors shall have their visitor bar code decals deactivated (where applicable).
- 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 shall 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 Assessors 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 be 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 § 1366.3. 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**

1. Equal Access to Association Media. The Association has no obligation to provide access to Association media, including newsletters or Internet Web sites, if any, to candidates or Members advocating a point of view related to an Association election. However, if any such candidate or Member is provided access to Association media during the campaign for purposes related to the election, then all candidates and Members shall be provided equal access provided it is used for purposes reasonably related, in the Board of Director's sole discretion, to the election. The Association shall 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.

2. Equal Access to Common Area Meeting Space. All candidates or Members advocating a point of view reasonably related, in the Board of Director's sole discretion, to that election, shall have equal access to the common area meeting space for purposes reasonably related to the election.

3. Qualification of Directors. No person may be a candidate for the Board, or, once elected, continue to serve as a member of the Board, unless he or she is a Member in good standing and is not otherwise disqualified under the provisions of Section 5.3 of the Bylaws.

4. Nomination of Candidates. Any Member may run for the Board unless disqualified under Rule 3 above; provided, however, any Member wishing to run for the Board must submit his or her name as a candidate to the manager or the Board not later than forty-five (45) days before the annual meeting. There shall be no nominations from the floor unless there are an insufficient number of candidates running to fill the open positions.

5. Voting Rights. Each Member shall have those voting rights that are prescribed in Section 2.4 of the Bylaws.

6. Ballots and Proxies. All Members in good standing may vote by ballot or proxy as prescribed in Articles 2 and 3 of the Bylaws. All such documents shall be treated as secret and confidential, and shall be submitted, handled, counted, and retained as prescribed in Sections 1363.03(d) through (i) of the Civil Code.

7. Time for Voting. Except in the case of the election of directors, which shall be conducted at a duly noticed meeting, and except as otherwise provided by law, all other matters presented for a vote to the membership may be voted upon either at a meeting or through the mail, as directed by the board. When voting takes place at a meeting, anyone may cast his or her vote at any time after the meeting is called to order up until the time the voting is closed prior to conclusion of the meeting, as announced by the board. If a vote is taken by mail, the ballot itself, or a cover letter, shall specify the date by which the ballot must be received by the Association in order to be counted.

8. Inspector(s) of Election. The Board shall appoint either one or three Inspector(s) of Election to: (i) supervise registration and voting procedures; (ii) determine the existence of a quorum for the transaction of business; (iii) determine the number of memberships entitled to vote and the voting power of each; (iv) supervise the voting; (v) determine the authenticity, validity, and effect of proxies; (vi) receive votes and ballots; (vii) hear and determine all challenges and questions in connection with the right to vote; (viii) supervise the counting and tabulation of votes; (ix) determine when the polls shall close; (xi) determine the

result of the election; and (xii) do such other acts as may be proper to conduct the election with fairness to all Members. The Inspector(s) of Election shall be independent third party(ies) and may include, for example, the Association's general manager or managing agent, accountant or attorney, even if such person is currently employed or under contract to the Association for a compensable service. A Member may be designated as an inspector but only if he or she is not be a member of the Board of Directors, a candidate for the Board, or related to any member of the Board of Directors or candidate for the Board.

9. Counting and Custody of Ballots. No ballot or proxy shall be opened or reviewed prior to the time all ballots and proxies are counted by the inspectors. The sealed ballots and proxies shall at all times be in the custody of the inspectors or at a location designated by the inspectors until after the tabulation of the votes, at which time custody shall be transferred to the board and retained by the Association in a secure place for at least one year after the date of the election. The votes shall be counted and tabulated by the inspector(s) in public at a properly noticed open meeting of the board of directors or Members.

- a) ***Clarification or Correction of Ballots.*** If, upon reviewing the proxies and ballots timely cast at a meeting or by written consent, the Inspector of Elections concludes there is a defect or deficiency in a proxy or ballot which a Member has cast, the Inspector may, with the approval of the President, contact the Member to seek clarification or correction of the proxy or ballot; provided, however, that if any one Member is contacted for this purpose then all Members whose proxies or ballots were not counted for this reason must be contacted.
- b) ***Reporting Results.*** 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 which shall be available for review of Members. Within 15 days of the election, the board shall publicize the results of the election in a communication directed to all Members.

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 to be rented for private functions. However, residents may be allowed to utilize the facilities for events that are open to and appropriate for the entire community. Proposals for such events must be approved by the Board. Except as otherwise expressly permitted by the Board, no soliciting is allowed.

1.3 **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.

1.4 **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.

1.5 **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.

1.6 **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.

1.7 **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.

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

1.9 **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 **Assumption of Risk.** Except during the Summer Program hours, NO LIFEGUARDS 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. Children under 16 years of age must be

accompanied by an adult when no lifeguard is on duty.

3.2 **Hours of Operation.** Pool hours are 7:00 a.m. to 9:00 p.m. Residents may gain access to the pool by obtaining a card key from the office.

3.3 **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.

3.4 **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.

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

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

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

3.8 **Clean Up.** Residents must clean up after themselves and their children.

3.9 **Radios, Tape and CD.** Players Radios, tape players, CD players and similar devices may be used with earphones.

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

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

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

3.13 **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.

3.14 **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.

3.15 **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) 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) 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) 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) 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 Locker.** 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.

7.6 **Clean-Up.** To receive a full refund of your deposit, the facilities must be undamaged and fully cleaned by the next day.

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:

CODE OF CONDUCT

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.

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

The following fine schedule sets forth the minimum and maximum amounts Members can be fined for specific violations of the Governing Documents. Within the range, the amount of the fine is dependent upon the type of violation and the number and severity of previous violations by the Member. While this schedule lists minimum and maximum fines, the Board has the discretion not to issue any fine at all.

Violation	Minimum Fine	Maximum Fine	Daily Fine for Ongoing Violations
1 Trail issues, including but not limited to driving on trails, eroding trails or dumping on trails.	\$250.00	\$5,000.00	\$250.00
2 Fencing issues, including but not limited to failure to install, repair, maintain, etc.	\$250.00	\$5,000.00	\$250.00
3 Name signs and mailboxes needing to re replaced		Replacement Cost	
4 Gate violations, including but not limited to crashing through the gate arm, abusing guards and permitting guests to cut through. Fine is in addition to the costs associated with repair of any damage.	\$250.00	\$5,000.00	
5 Harassing or abusing Association staff, agents, contractors, and/or vendors.	\$1,000.00	\$10,000.00	\$250.00
6 Commencing construction or property improvements without obtaining Architectural Committee approval*	\$1,000.00	\$10,000.00	
7 Deviating from a plan approved by the Architectural Committee without first obtaining approval from the Committee *	\$1,000.00	\$10,000.00	\$250.00
8 Violating a Stop Work Notice issued by the Association*	\$1,000.00	\$10,000.00	\$250.00
9 Any other violations not set forth above	\$250.00	\$5,000.00	\$250.00

* 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 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.