

**Kimberly Place Community Association**  
*dba Footprints on the Bay*

**INFORMATION HANDBOOK**



**KIMBERLY PLACE COMMUNITY ASSOCIATION dba  
FOOTPRINTS ON THE BAY**

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**KIMBERLY PLACE COMMUNITY ASSOCIATION dba  
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**WELCOME TO YOUR NEW HOME!**

This information handbook has been compiled by your Association to outline the operational procedures of the Kimberly Place Owners Association (the "Association") and to provide other information about your Association's facilities. The purpose of your Association is to maintain, protect and enhance the Kimberly Place community (the "Community"), while making your community a pleasant experience for everyone. The Association concept is an ingenious device for engaging able people to manage the Association's assets.

Each Homeowner should have received a copy of the Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Bylaws, and Articles of Incorporation for the Association. These governing documents along with the Rules and Regulations and Architectural Guidelines set forth at the end of this Information Handbook (collectively "Governing Documents") are periodically updated and distributed by your Board of Directors (the "Board"). Any defined terms used in this Information Handbook shall, unless the context otherwise requires, have the same meaning as set forth in the CC&Rs.

**PLEASE READ THIS INFORMATION HANDBOOK CAREFULLY.** If there are any questions or if you do not have copies of the Governing Documents, please contact the Management Company.

**KIMBERLY PLACE OWNERS ASSOCIATION dba  
FOOTPRINTS ON THE BAY**

TERRA VISTA HOA MANAGEMENT  
P.O. BOX 1067 MONTEREY, CA. 93940  
(831) 375-5444 FAX (831) 649-4282

**KIMBERLY PLACE COMMUNITY ASSOCIATION dba  
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**I. GENERAL INFORMATION**

Your cooperation is essential in order to maintain, protect and enhance the Community. Common sense and consideration for your neighbors are the keys to success.

Each Homeowner is a member of the **KIMBERLY PLACE COMMUNITY ASSOCIATION**. Homeowner participation in the Association is both necessary and encouraged. Association responsibility, cooperation and action have many rewards, including an enhanced quality of living in the community. The Association is governed by the Board, which meets regularly to make decisions pertaining to Association matters.

Common facilities incorporate all space within the Community not designated as an individual Residential Lot, and include such items as the building exteriors, recreation area, landscaping, walkways, and private drives. The responsibility of the Board is to maintain, protect and enhance all common facilities and Association Property.

**A. CONTACT INFORMATION**

1. Non-emergency items or questions - Contact us at:

Kimberly Place Owners Association dba Footprints on the Bay

TERRA VISTA HOA MANAGEMENT  
P.O. BOX 1067 MONTEREY, CA. 93940  
(831) 375-5444 FAX (831) 649-4282

2. Emergency common area property repairs - Call our Management Company:

**3. In the event of an injury, accident, or crime in progress, dial 911 for immediate assistance.**

**B. ASSOCIATION MEETINGS**

**BOARD MEETINGS**

Meetings of the Board are held on a regular basis, as business warrants, normally bi-monthly. A "Homeowners' Forum" for Owners to speak will be held during each Board meeting.

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Notice of the date, time and location of all meetings of the Board will be mailed to each owner of record in the Community and Owners are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board are open for observation to all Owners. Owners who are not on the Board may not participate in any discussion unless so authorized by a majority of a quorum of the Board. Owners may request that the Board address a specific topic at their next meeting by submitting a letter to the Board requesting their item of discussion be placed on the agenda. The nature of all business to be considered in Executive Session shall first be announced in open session.

**ANNUAL ELECTIONS**

Elections of Directors, as well as certain other matters that may occasionally require a vote of the Association, will be conducted by secret written ballot. Please see Appendix C: Election Procedures for a complete description of the Association's procedures for conducting these elections.

**C. FINANCIAL REVIEWS**

Financial reviews are prepared at the end of each fiscal year and are mailed to the Owners of record upon completion.

**MONTHLY ASSESSMENTS**

The Association sends the monthly assessment reminder statements on or around the first day of every month for the following month. Monthly assessments are due on the first of each month and become delinquent after the fifteenth day of the month. If your monthly assessment payment is received after the fifteenth day, you will be assessed a late charge established by the Board. Failure to receive a reminder statement does not relieve Owners of the obligation to pay assessments on time.

The obligation to pay assessments runs with the land, and is shared by all Owners in the Community. Your assessments pay for the vital services required to keep your Association operating. To see a list of these services and their estimated costs, please refer to the Association's pro-forma budget.

**D. INSURANCE INFORMATION**

The Association carries both General Liability Insurance and Directors and Officers Errors & Omissions Insurance in the amounts required to afford protection to the individual Owners in accordance with California Civil Code, Section 1365.9. The Association has purchased a comprehensive general liability insurance policy covering the Association Property. This coverage will be reviewed and renewed annually.

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A summary disclosure of property and general liability insurance (and improvement and maintenance, if carried) is provided each year by the Association to each owner, pursuant to California Civil Code, Section 1365(e). Look for this disclosure at the time the budget and other information is mailed. Please be aware that the Association's insurance contains a substantial deductible.

For purposes of understanding what coverages are provided by the Association versus what coverages should be provided by the individual Homeowner, please be aware of the provisions in the CC&Rs regarding insurance to be purchased by the Association and by individual Owners. The Association has the responsibility to provide insurance for the common area, which generally does NOT cover damage to the separate interest. Each Homeowner should consult with their individual insurance agent about the purchase of appropriate homeowner's insurance. For further information regarding the Association's insurance, please contact the insurance agent for the Association:

Greg Norris Insurance Agency  
21 Locust Ave.  
Mill Valley, CA 94941  
Phone: (415) 389-8200  
Fax: (415) 381-4000

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**II. RULES, REGULATIONS AND RESTRICTIONS**

**INTRODUCTION**

**The Rules, Regulations and Restrictions for the Community appear at the end of this Information Handbook as “Appendix A.”** This information is issued by the Board, as authorized by the Governing Documents of the Association. **This is a supplement to the CC&Rs and Bylaws.** In the event of any conflict between the Rules and Regulations contained herein and the aforementioned documents, the provisions of the CC&Rs and Bylaws shall prevail. **PLEASE READ THE CC&Rs AND BYLAWS AS WELL AS THE RULES AND REGULATIONS.**

The Rules and Regulations are intended as a guide to the conduct and activities of all Owners, tenants, residents and guests. Each resident living within the Community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Community falls under the jurisdiction of the City of Monterey, County of Monterey and the State of California. All city, county, state and federal ordinances and codes apply. Each Residential Unit shall be used for residential purposes only. Except to the extent expressly permitted by the CC&Rs, conducting a business of any kind within the Community is forbidden.

**CHANGES IN RULES AND REGULATIONS**

The Board may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness, and for the protection of the Community’s reputation. When notice of any such alteration, amendment, revocation or addition is given to any Homeowner, it shall have the same force and effect as if originally made a part of the Rules and Regulations. Owners, including absentee Owners, are responsible for ensuring that tenants, residents and guests abide by these Rules and Regulations.

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**ENFORCEMENT PROCEDURE**

All Owners, tenants, residents and guests are required to abide by these Rules and Regulations. The Management Company, acting on behalf of the Association, has been instructed by the Board to require the compliance of persons within the Community with the provisions of the Rules and Regulations, Architectural Guidelines, CC&Rs, and Bylaws. Anyone refusing to do so may face corrective action decided by the Board.

Homeowners may report apparent violations in writing to the Management Company. Once a Homeowner gives the Board a written complaint that a rule has been violated, the Board will investigate the allegations and may take action against the offending Homeowner or resident, including, but not limited to, specially assessing, if appropriate, or instituting legal action.

If there is a violation, the Management Company has been instructed to do the following:

1. Obtain names and addresses of violator(s) and send a written notice of the violation. An appropriate amount of time will be given to correct the violation.
2. Track the violation, and if not corrected in the time allotted, send a Final Notice. (Note: At the discretion of the managing agent and/or the Board, this step may be skipped in order to expedite the enforcement process.)
3. If the violation is still not corrected, refer the offender(s) to a hearing with the Board of Directors.

If the violation is not corrected after the hearing takes place, the matter will be referred to the Association's attorney. In some cases, if management deems appropriate, the matter may be referred to legal counsel prior to a hearing with the Board. For failure to correct the violation, the Homeowner could be subject to a fine, special assessment, and/or repayment of all expenses incurred by the Association to correct the situation, including attorneys' fees. Prior to the imposition of any fine or suspension of rights, however, the Homeowner shall be given notice and an opportunity to appear in person (or submit an explanation in writing) before the Board or appropriate committee. Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary.

**THE BOARD OF DIRECTORS SHALL HAVE THE SOLE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE COLLECTION OF LEGAL FEES FOR ENFORCEMENT OF VIOLATION OF THESE RULES AND REGULATIONS. ANY PRIOR LACK OF ENFORCEMENT OF THESE RULES BY THE BOARD SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ENFORCE SUCH RULES IN THE FUTURE.**

**ONLY THE BOARD OF DIRECTORS CAN RESCIND LEGAL FEES OR DIRECT**

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**THAT LEGAL FEES NOT BE IMPOSED.**

Please read the Rules and Regulations carefully. If you unknowingly break any rule, and the Management Company or Board brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

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**III. ARCHITECTURAL GUIDELINES**

**INTRODUCTION**

One of the most important functions of the Association is the preservation of the architectural character of the planned development in order to enhance the desirability and attractiveness of the entire Community. The Association has established the Architectural Guidelines to enforce procedural guidelines and rules for reviewing proposed improvements. The Architectural Guidelines outline principles for design, standards and procedures, and timelines for review, including architectural restrictions on any changes or Improvements that you might want to make to your Residential Unit. These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. We recommend and encourage that the Architectural Guidelines are carefully reviewed and considered before making any Improvements to your Residential Lot. **The Architectural Guidelines appear at the end of this document as “Appendix B.”**

**A. COMMITTEE REVIEW**

The Board or the Architectural Committee, if appointed, strives to preserve the highest standard and quality of life for each Homeowner within the Community. The Board or the Architectural Committee is charged with the responsibility to review and approve proposed exterior and interior modifications or additions to a Residential Unit in the Community. The Committee is not responsible for approving the means and methods of construction. This is the sole responsibility of the individual Owner. In many cases the Homeowner makes his/her designer and/or installing contractor responsible for the requirements of these Architectural Guidelines and the CC&Rs. The relationship, agreements and contracts between the Owner’s designer and/or installer is strictly between those parties. It is the responsibility of each Homeowner to satisfy the requirements of the CC&Rs and these Architectural Guidelines.

The Board, at any time, may elect to delegate its architectural review and approval rights to an Architectural Committee. The Board or the Architectural Committee has the right to hire any engineer or other consultant, the opinion of which the Board or Committee deems necessary in connection with its review of any plans submitted by any Homeowner. The term Architectural Committee, or Committee, as used throughout the remainder of this document, shall refer to the Board if an Architectural Committee has not yet been appointed.

**B. IMPROVEMENTS REQUIRING ARCHITECTURAL APPROVAL**

You must have the approval of the Board or the Architectural Committee before beginning any construction, or making any modification to your Unit. **Even if your proposed work falls within the Architectural Guidelines described in Appendix B of this document, you still must obtain written approval from the Committee before beginning work.** Failure to obtain the approval of the Architectural Committee constitutes a violation of the CC&Rs and may require modification or removal of existing

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work or improvements at your own expense. In some cases, the local government may require a building permit. The approval of the Architectural Committee does not assume any responsibility for approval by government agencies, or for the structural engineering of the application.

**C. APPLICATION PROCEDURE**

**Submittal:** Before you begin any work on your Unit, you must submit an application to the Architectural Committee for approval.

The Committee will endeavor to review and respond to all plan submittals within forty-five (45) days after receipt of all required materials. **PLEASE NOTE THAT NO WORK MAY BEGIN PRIOR TO ARCHITECTURAL APPROVAL.**

This review is in no way intended to approve architectural request for structural engineering or in lieu of any required City/County permits or inspections. The intent is to maintain the visual quality of the Community.

In order to process your application for approval, the Architectural Committee will need a copy of the **Application to Modify Exterior (attached to this package in Appendix D: Forms)**, color scheme, drawings, and specifications. **You will also need to submit a processing fee of \$50.00, payable to KIMBERLY PLACE COMMUNITY ASSOCIATION**

If your proposed improvement falls within the guidelines outlined in Appendix B, the application will be approved and turned around at the management office, and the fee is reduced to **\$25.00**. For changes to flooring that require inspection by an Association representative, the fee is increased to **\$400.00**. If you are not sure which application fee applies, please contact your association's manager at 925-355-2100 and he/she will help you to determine this. In order to avoid paying the fee multiple times, we strongly encourage you to consolidate all of your foreseeable modifications onto one application.

Applications should be mailed by Certified Mail to the Association at the following address:

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TERRA VISTA HOA MANAGEMENT  
P.O. BOX 1067 MONTEREY, CA. 93940  
(831) 375-5444 FAX (831) 649-4282

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**D. QUESTIONS**

Any questions or inquiries regarding the procedures set forth in the Architectural Guidelines shall be directed to the Board or the Management Company. However, no variance or change to the requirements set forth in the Architectural Guidelines shall be effective unless in writing and authorized by the Board or Architectural Committee.

The Board may, from time to time, amend and repeal these Architectural Guidelines by majority vote.

**Owners shall give notice to the Board upon completion of any construction or reconstruction.**

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**IV. MISCELLANEOUS PROCEDURES**

**A. PROCEDURE FOR OWNER HEARING**

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of Community Declaration requirements, Bylaws, and Community Guidelines of the Association.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

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**B. FIRE EMERGENCY PROCEDURES**

Upon taking occupancy, every resident should set aside time to walk around and familiarize themselves with the Community. This will enable you to become a more informed resident.

Be certain to test your smoke detector at least monthly (or more frequently if recommended by the manufacturer) to make certain it is in proper working order. Make sure all family members know what to do and where to go in the event of a fire emergency.

THE EMERGENCY NUMBER FOR FIRE, POLICE AND PARAMEDICS IS 911.

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**C. EARTHQUAKE PREPAREDNESS GUIDE**

**BE INFORMED**

1. Everyone should be familiar with the location and operation of each main utility service of their home including: the main gas meter shut-off valve, the main water valve, the electrical panel and the main electrical panel at the exterior closet.
2. Your phone book has information on earthquake preparedness, basic first aid and CPR.
3. Develop a family emergency plan, which includes a place to reunite.
4. Designate a contact person 300 miles away or more and provide that person with a list of people to call and notify for you outside of the disaster area.
5. Learn first aid and CPR.
6. Make sure every member of the family, over age 10, knows how to shut-off gas, water and electricity.
7. Move heavy items to lower shelves.
8. Remove or isolate flammable materials.
9. Install latch-locking devices on cabinet doors.

**BE PREPARED**

1. Earthquake kit – purchased at home improvement and surplus stores.
2. Flash light – have spare bulbs and extra batteries.
3. Portable radio – have extra batteries.
4. First aid kit – purchased at drug stores and surplus stores.
5. Fire extinguisher – rating type ABC.
6. Candles and matches – be sure there are no gas leaks prior to using.
7. Basic tool kit.
8. Non perishable food items – suggested 2 weeks’ supply per person.
9. Can opener - non-electric.
10. Water – 1 to 2 gallons per person per day. Water filter kits that connect to your water heater can be purchased at home improvement stores. The average water heater holds 30 gallons of water.
11. Crowbar – keep a crowbar under the bed for use in forcing open jammed doors.
12. Essential medication.
13. Keep shoes and eyeglasses handy.
14. Eyeglasses - spare.
15. Whistle.
16. Watch & Clock – battery operated.
17. Cash – ATM machines and banks may be out of service.
18. Your vehicle – It may be a good idea to store some of these items in your vehicle including a first aid kit and sturdy shoes.

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**AFTER EARTHQUAKE CHECKLIST**

19. Yourself.
20. Family & neighbors – trapped or injured.
21. Gas leaks – do not shut off your gas unless you smell gas!
22. Fireplace.
23. Gas water heater.
24. Stove area.
25. Electrical – visually check for sparks or broken wires which pose a hazard.
26. Water – check for broken water and sewer lines. Don't drink water unless you know it's safe.
27. Phone – check for dial tone. Do not use unless it is an emergency. Flooding the phone systems only delays help for people who really need it.
28. Look for broken glass or other hazards.

**For further information, refer to the First Aid and Survival Guide in your phone book.**



## **KIMBERLY PLACE COMMUNITY ASSOCIATION**

### **d/b/a FOOTPRINTS ON THE BAY**

#### **Appendix A: Rules, Regulations and Restrictions**

The following rules and regulations are intended as a supplement to the Association CC&Rs, but are not a substitute for that document. The CC&Rs should also be read carefully.

#### **1. PATIOS and DECKS**

Outdoor furniture, gas grills and bicycles shall be permitted on patios and decks without the approval of the Architectural Review Committee. An enclosure for the decks has been approved for use in helping to provide an esthetic enclosure. In order to have additional items on the decks and patios, anything that shows above the top rail, **must** be approved by the Architectural Review Committee. An ARC request must be submitted to the Committee for approval/denial. Outdoor items that are out of view may also be permitted, provided they are safe in nature, including racks for drying. No clutter will be permitted and shall be deemed so at the discretion of the Board of Directors or its representative. Patios and decks must be kept in an orderly condition at all times. **NO OPEN FLAMES OF ANY KIND WILL BE ALLOWED.** The only exception is gas BBQ grills.

#### **2. ENTRYWAYS**

Potted plants and decorative garden items may be placed below the stairs or along the entryways. Any items that interfere with the ingress or egress will not be permitted. All garden items must be in “an acceptable manner”. The Board of Directors and/or its Representative has the right to determine the appropriate size and acceptability.

#### **3. WINDOW COVERINGS**

Window coverings are required and the exterior side of any drape, window shade or other window covering visible within the property must be white, off-white or natural wood tones, unless otherwise approved by the Architectural Review Committee. All window coverings shall be installed within thirty (30) days after the conveyance of the unit.

#### **4. PARKING SPACES**

As a result of limited parking facilities and to minimize vehicle congestion the following rules apply:

- ✓ Parking spaces shall be used for the parking of motor vehicles **only**, unless the Board of Directors approves another use in writing. No other items to be in the spaces.

- ✓ Residents are assigned one covered parking space. This is private property and deeded to the homeowner.
- ✓ Covered space is to be utilized **FIRST**. Second vehicle can be parked in an uncovered parking space.
- ✓ If there are no open uncovered parking spaces available, second vehicle must be parked off property. DO NOT park in fire lanes, emergency spaces or red zone areas.
- ✓ Residents with more than (2) vehicles must park the additional vehicles off the premises.
- ✓ All vehicles must have a valid registration and be in operating condition.
- ✓ Motorcycles shall only be parked in assigned parking spaces or the designated motorcycle area.

**5. OPEN PARKING**

Open parking spaces are identified as spaces that are uncovered and are not numbered. Open parking spaces are for use for residents’ second vehicle and/or their guests **only**. No automobile or any other motor driven vehicle is to occupy the same open parking space for more than two (2) consecutive days or more than seven (7) days during a calendar month, or the vehicle is subject to being towed at the owner’s expense.

**6. EXTERIOR STORAGE**

No storage of items of an indoor nature will be permitted to be stored on the decks/patios/entryways or in the parking areas/spaces.

**7. HOBBY SHOPS AND POWER EQUIPMENT**

No industrial equipment, hobby shops or vehicle maintenance (other than emergency) shall be permitted on the property except with prior written approval of the Board of Directors. Use of portable power tools or yard maintenance equipment shall be permitted during the following times only:

Monday – Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 6:00 PM
Sunday	10:00 AM – 5:00 PM

These hours are in accordance with the City of Monterey Ordinance 38-112.2.

Use of said tools or equipment shall be conducted in a manner as to avoid any unreasonable noise, dust, fumes or hazard adversely impacting neighboring properties.

**8. WASTE AND RECYCLING MATERIALS**

Please take to the garbage containers. Place waste and recycling materials in the proper provided container. Breakdown boxes and place in the recycle containers. Do not place on the ground or on top of the containers. Garbage and waste materials may not be placed outside the entry doors.

**9. SMOKING**

Smoking is permitted in your residence and on your deck/patio ONLY.

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Appendix A: Rules, Regulations and Restrictions

**11. POOL RULES**

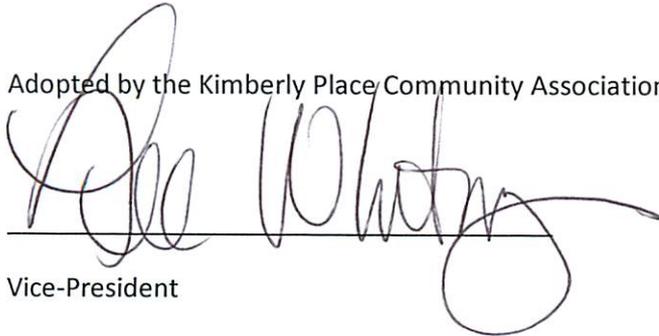
Please follow all posted regulations and warnings posted in the pool area, including the following:

- ✓ Residents and their guests may only use the pool during posted hours
- ✓ Children under age **14** must be accompanied by an adult
- ✓ No Diving
- ✓ No rough play or running permitted in the pool area
- ✓ No large inflatable tubes/rafts
- ✓ No glass in the pool area
- ✓ No consumption of food or beverages allowed within five (5) feet of the water
- ✓ No alcohol is permitted in the pool area
- ✓ Residents must accompany their guests
- ✓ ANIMALS ARE NOT PERMITTED IN OR NEAR THE POOL

**12. OUTDOOR AND COMMON AREA ACTIVITIES (BBQ Area Closes at DUSK)**

Only gas BBQ grills are permitted on the property with the exception of the charcoal grills in the established picnic areas. All outdoor cooking MUST be attended to at all times by an adult. NO personal charcoal grills are permitted on the common area property. NO alcoholic beverages are to be consumed in any common area of the property.

Adopted by the Kimberly Place Community Association Board of Directors on July 8, 2015

  
\_\_\_\_\_  
Vice-President

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**Appendix B: Architectural Guidelines**

In addition to the restrictions set forth in the CC&Rs and the Rules and Regulations, each Homeowner shall also comply with the following guidelines and restrictions.

**1. Flooring Modifications**

No floor covering may be changed from the materials originally installed unless:

- a. The plans and specifications for the replacement coverings are provided with an architectural application, and that application has been approved by the Architectural Committee or the Board of Directors.
- b. The above referenced plans and specifications must be accompanied by the certificate and signature of an acoustical engineer certifying that the new floor will provide equal or better quality and noise transmission, and that such construction is to code.
- c. Prior to completion of construction, the association must be given an opportunity to inspect the improvement. If the improvement is completed prior to such inspection the owner will be required to remove enough of the materials to provide for such inspection. The association will charge a fee for this inspection.

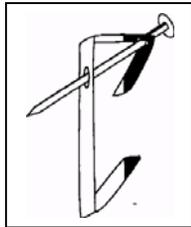
**2. Affixed Items Policy**

Residents may not hang any objects on the exterior of the building or the exterior of fences without the express written permission of the Architectural Review Committee. Nothing may be nailed to the common area walls. The Committee MAY approve certain applications of nails and screws used to affix objects, such as plants or ornaments, in the vicinity of exclusive use common area decks as indicated below. Nothing in these standards should be construed as a specification for purposes of conformance with City or State regulation, safety or protection of property. The term nail used herein shall refer to nails or screws.

1. An owner must apply to the Architectural Review Committee for permission to use nails outside on any common area, exclusive use or otherwise (unless the CC&Rs provide for any specific exceptions). Such application should include a complete description of proposed location, and of the object(s) intended to be affixed, in order for the Architectural Review Committee to verify the character of object(s) to be non-detrimental to external appearance. Permission will not be unreasonably withheld if used in accordance with these and other Architectural Review Committee guidelines.
2. Nails may only be used in exclusive use common area inside the lateral boundaries of the exclusive use deck and below the roofline.

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3. Nail size is limited to 6 pennyweights. A nail may not be driven more than 1-1/2 inches into a structure.
4. A non-threaded load-bearing nail to be driven into a vertical surface should be driven at no less than 30 degrees inclination from the horizontal (angled downward from the head into the surface) to enhance its load-bearing ability. Use of a hanger is strongly recommended.
5. A nail shall not be used to support a load of more than 10 pounds. Up to 3 nails may be used together to support not more than 20 pounds.
6. No object may be affixed in a position where it may cause obstruction or nuisance or where it might cause damage to any property or harm to any person if its support should fail.
7. Unless notice has been given by the Association that painting is scheduled for the area within 3 days, once driven in, a nail must not be allowed to protrude without supporting its load.
8. When notice has been given by the Association of scheduled painting of common area property, objects affixed by nails obstructing surfaces to be painted must be removed. Nails may remain but must be covered or clearly marked with tape or other suitable material so as to protect from possible damage or injury.



**Recommended Configuration**

**3. Deck Covers**

Deck covers may not be installed unless approved by the Architectural Committee.

**4. Water Intrusion**

If the Unit Owner discovers water intrusion into the building structure or wall interior, the Owner must notify the Association IMMEDIATELY, regardless of the cause of the water intrusion.

A. If the water intrusion results from a leak in a component within the wall and the homeowner contracts the repair, the Owner may NOT close the opening in the wall without written permission from the Association. If the Owner does close the opening, and further inspections or repairs of the wall interior are required, the Association will re-open the wall and the Owner will be responsible for the extra costs incurred if the leak was the responsibility of the owner. (In this situation, the association will not re-finish the interior surfaces, such as paint, flooring, and carpet).

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Depending upon the nature and location of the damaged component, either the Association or the Owner may be responsible for maintaining it. The Association will determine maintenance responsibility and notify the Owner:

1. If the damaged component is the Owner's maintenance responsibility, the Owner will be responsible for the cost of all repairs, and will be responsible for performing cosmetic restoration of the interior surfaces inside the Unit after repairs are complete.
2. If the damaged component is the Association's maintenance responsibility, the Association will be responsible for the cost of the repairs (other than any extra costs necessitated by the Owner's unauthorized work). Neither the Association nor its insurer may be responsible for the contents of your home or its interior surfaces, provided there was no neglect on the part of the Association. **THEREFORE, MAKE SURE YOU HAVE YOUR OWN HOMEOWNERS' INSURANCE POLICY IN PLACE, AND HAVE YOUR INSURER ENSURE THERE ARE NO GAPS IN COVERAGE.**

B. If the water intrusion originates within the Owner's Unit (overflowing sink, appliance leak, etc.), repairs will be performed as described above, and the Owner may not close the opening in the wall without written permission from the Association. The Owner will be responsible for the cost of all repairs, and will be responsible for restoring the interior surfaces of the Unit.

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**Appendix C: Election Procedures**

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RULES FOR ELECTIONS BY SECRET WRITTEN BALLOT**

1. BALLOT MEASURES REQUIRING AN ELECTION BY SECRET BALLOT:

The term “**Ballot Measure**” shall mean a ballot proposing any of the following:

- a. Increases in regular or special assessments exceeding the limits set forth in California Civil Code section 1366;
- b. Amendments to the governing documents;
- c. Grant of exclusive use of common area to an Owner;
- d. Selling property of the Association with a value exceeding five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
- e. Title 7 Decision to Arbitrate;
- f. Board of Director Elections (“**Director Elections**”), including Class “A” Elections; and
- g. Any other matter which the Board of Directors, in its discretion, determines is necessary or desirable to include on the Ballot.

*Specific provisions applicable only to the Director Elections are set forth below in bold and italics. These provisions in bold and italics do not apply to any other Ballot Measures other than Director Elections.*

*Specific provisions applicable only to Class “A” Elections are set forth below in italics. These provisions in italics do not apply to any other Ballot Measures other than a Director Election which involves a Class “A” Election.*

2. INITIAL BOARD OF DIRECTORS ACTION:

- a. The Board of Directors shall appoint one Inspector of Election (“**Inspector**”). The Inspector shall be any one of the following, as determined by the Board of Directors at an open Board meeting prior to the distribution of the Balloting Materials:
  - (i) an employee of the Association management company;
  - (ii) an Owner;
  - (iii) a paid consultant retained by the Association;
  - (iv) a volunteer poll worker with the county registrar of voters;
  - (v) a California notary public; or
  - (vi) a licensee of the California Board of Accountancy.

The Inspector may not be:

- (i) a current member of the Board of Directors;
- (ii) a nominee for the Board of Directors;
- (iii) related to a member of the Board of Directors; or
- (iv) related to a nominee running for the Board of Directors.

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- b. The Board shall establish the record date for determining a Member’s eligibility to vote (“**Record Date**”). If a Record Date is not specified, the Record Date shall be the date the campaign period begins, and not later than 30 days before the ballots are mailed.
- c. *The Board shall determine whether a Class “A” Election must be conducted.*
  - (i) *If it is the initial election of Directors, then a Class “A” Election must be held.*
  - (ii) *At any election of Directors after a Class “A” Election has been conducted, a Class “A” Election must be held if:*
    - (A) *there are two (2) classes of Membership or Declarant is entitled to cast a majority of the votes which may be cast by all Members; and*
    - (B) *the term of the Director elected at a Class A Director Election will expire at the election or will terminate due to resignation or removal..*

3. INITIAL INSPECTOR ACTION:

- a. The Inspector shall:
  - (i) determine the number and classes of Memberships entitled to vote;
  - (ii) determine the voting power of each Membership;
  - (iii) determine the authenticity, validity and effect of Ballots;
  - (iv) receive Ballots;
  - (v) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
  - (vi) count and tabulate Ballots; and
  - (vii) determine the results of election and promptly report the results of the election to the Board of Directors.
- b. The Inspector shall designate the Association management company as the custodian of the sealed Ballots (“**Custodian**”), unless the Inspector determines that it is more appropriate for the Inspector to be the Custodian. The Custodian will receive Ballots, maintain a record of each Ballot as it is received, and stamp or mark the date of receipt on the Address Envelope.
- c. In addition, the Inspector may perform any acts which are proper to conduct the election with fairness to all Members in accordance with California Civil Code section 1363.03 and the Association’s governing documents.

4. VOTER QUALIFICATIONS:

- a. A Member is qualified to vote if he or she owns a Lot and is subject to Regular Assessments on (i) the date the campaign period begins (not later than 30 days before the ballots are mailed), or (ii) an earlier Record Date determined by the Board.
- b. Any qualified Member other than Declarant may cast one (1) vote per household.

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- c. Declarant is not qualified to cast any vote with respect to a Title 7 Decision in an election where a Title 7 Decision is a Ballot Measure. A “Title 7 Decision” is defined as any decision whether to file a claim against the Declarant under Title 7, Part 2 of Division 2 of the California Civil Code (Sections 895 *et seq.*) or any decision relating to the prosecution or resolution of such a claim once it is filed. Declarant may vote with respect to all other types of Ballot Measures. Members other than Declarant may vote with respect to all types of Ballot Measures, including Title 7 Decisions.

5. **BOARD OF DIRECTORS NOMINEE QUALIFICATIONS:**

*Any Member may run for a position on the Board of Directors who is not delinquent in the payment of assessments.*

6. **BOARD OF DIRECTORS NOMINATION PROCEDURE:**

- a. *The Board shall establish the period during which nominations may be made (“Nomination Period”).*
- b. *A Member who satisfies the Board of Directors Nominee Qualifications, described above, may nominate himself/herself (without the requirement of petitioning other Members) so long as the Member submits a written statement to the Board of Directors during the Nomination Period.*

7. **CAMPAIGN RULES:**

- a. Equal access to Association Media shall be provided to each side of a Ballot Measure ***or nominee to the Board of Directors***. The term “**Association Media**” means the Association newsletters, internet websites and/or the Association cable channel. Association Media does not include the official Balloting Materials sent to the Members.
- b. Access to Association Media shall be limited to the thirty (30) day period immediately preceding the date the Balloting Materials are sent to the Members.
- c. The Association may not edit or redact from Association Media any statement(s) concerning a Ballot Measure ***or a nominee***; however, the Association may include a statement that the Association is not responsible for the statement(s) in favor of or opposed to the issue ***or that the nominee, and not the Association, is responsible for the nominee’s statement(s)***. The Association, its directors, officers, and agents shall be immune from liability for the content of statement(s) concerning a Ballot Measure ***or a nominee***.
- d. The Association may, but is not obligated to, hold a forum for Ballot Measures ***and nominees***. Any such forum must allow the Members to meet and ask questions concerning Ballot Measures ***and nominees***. ***Each nominee shall be invited to attend the forum***. Access to common area meeting space will be made available to all Member ***and nominee*** advocating a point of view, for purposes reasonably related to the election, at no charge, on the specific dates and times which may be contained in the notice of the forum or such other dates as requested in writing by the Member ***and nominee***.

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- (i) Notice of the forum meeting shall state that it is both an open forum and a Board meeting.
  - (ii) If a quorum of the Board members is not present, then the President or Secretary of the Association shall conduct the forum and the forum shall not constitute a Board meeting.
  - (iii) If a quorum of the Board members is present, then the Board shall conduct the forum. The Board members shall conduct the forum in a manner that does not provide unfair advantage to the incumbent Directors or Director positions.
- e. Association funds shall not be used for campaign purposes in connection with any Association election, except to the extent necessary to comply with the duties of the Association imposed by law. For purposes of this paragraph, the Association can use its funds to have counsel (or other Board-designated individuals) prepare and review Ballots, and incur expenses to copy, print and mail Ballots to the Members consistent with the Association's governing documents and California law. The Association can also add background information and an explanation of Balloting Materials. *The Association may use funds to distribute a biographical description and photograph of the candidates in the Balloting Materials.* The Board may not support or oppose a Ballot Measure or candidate.

8. BALLOTING MATERIALS:

- a. The Board shall approve the Ballot, which shall set forth the deadline to submit Ballots ("**Voting Deadline**"). In addition, the Ballot may provide that the Board has authority to extend the Voting Deadline.
- b. The Board or Inspector, if the Board so delegates, shall determine the time and date when the polls close for each election ("**Poll Close Date**"), which cannot be less than thirty (30) days after the mailing of the Balloting Materials, and shall ordinarily be selected to satisfy the Voting Deadline. The Inspector may extend the Poll Close Date if the Board extends the Voting Deadline.
- c. The Board shall determine the date that the Balloting Materials must be mailed by the Association.
- d. The Association shall mail by first-class mail or deliver the Balloting Materials on the date determined by the Board.
- e. *If the Ballot Measure includes a Class "A" Election, the Association shall mail or deliver a separate Ballot to all Class "A" Members to elect a Class A Director ("Class "A" Election Ballot"), at the same time as the other Balloting Materials are distributed to all Members.*
- f. If the Ballot Measure includes a Title 7 Decision, the Association shall mail or deliver a separate Ballot on the Title 7 Decision ("**Title 7 Decision Ballot**") to all Members, except Declarant, at the same time as the other Balloting Materials are distributed to all Members.

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- g. The “**Balloting Materials**” shall include:
- (i) Balloting Instructions;
  - (ii) Ballot;
  - (iii) *Class “A” Election Ballot, if applicable;*
  - (iv) Title 7 Decision Ballot, if applicable; and
  - (v) Two pre-addressed envelopes; one addressed to the Custodian (“**Address Envelope**”), the other addressed to “Insert Into Address Envelope” (“**Ballot Envelope**”).
- h. After casting his/her vote by marking the Ballot, the Member places the Ballot into the Ballot Envelope, which is then sealed. In order to preserve confidentiality, the Member should not be identified by name, signature, address, lot, parcel or unit number on the Ballot or the Ballot Envelope.
- i. The Member then inserts the Ballot Envelope into the Address Envelope, which is then sealed. In the upper left-hand corner of the Address Envelope, the Member prints and signs his/her name and prints his/her address and lot, parcel or unit number that entitles him/her to vote.
- j. Address Envelopes must be returned by first-class mail or hand delivery to the Custodian at the location specified on the Ballot prior to the Voting Deadline. Address Envelopes cannot be collected by any third party, other than the Proxy holder, to mail or deliver to the Custodian.
- k. The Custodian shall keep the unopened Address Envelopes until after tabulation of the votes, at which time custody must then be transferred to the Association. No person, including any Member or an employee of the Custodian, shall open any Address Envelopes or otherwise review any Ballot prior to the time and place at which the Ballots are tabulated by the Inspector.
- l. Ballots may not be revoked once they are submitted to the Custodian.
9. LOSS OR INADVERTENT OPENING OF BALLOTING MATERIALS:
- a. If a Member loses his/her Balloting Materials, the Member may request substitute Balloting Materials from the Association or Inspector, but the Member must sign a statement, under penalty of perjury, that the original Balloting Materials were (i) lost, (ii) destroyed or (iii) never received.
  - b. The Inspector shall retain a record of each such request and, if it is determined that the Member voted twice, even by mistake, neither Ballot shall be counted.
  - c. If the Custodian unintentionally opens the Address Envelope and/or Ballot Envelope, then the Ballot shall remain valid if the person who opened such envelope (i) signs a statement, under penalty of perjury, that the original Balloting Materials were unintentionally opened, and (ii) notifies the Member whose name appears on the Address Envelope, as soon as possible upon discovery of the inadvertent opening of the Address Envelope and/or Ballot Envelope.

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10. VOTING BY PROXY:

- a. Each Member may vote by Proxy by filing a writing with the Secretary of the Association that identifies the person(s) authorized to exercise the proxy and the length of time it will be valid. Such writing must be signed and dated by the Member. A Proxy may be revoked by the Member at any time before a Ballot is cast.
- b. Each Member voting by Proxy must give the Proxy holder the Address Envelope, Ballot Envelope, Ballot, and Proxy instructions.
- c. Any Member instruction to the Proxy holder as to how to cast the Member's vote(s) shall be set forth on a separate page and retained by the Proxy holder.
- d. The Proxy holder shall mark the Ballot, place the Ballot into the Ballot Envelope and then seal it. No identifying information regarding the Member or the Proxy holder shall be placed on the Ballot or the Ballot Envelope.
- e. The Proxy holder shall then insert the Ballot Envelope into the Address Envelope, seal it, and then sign his/her name in the upper left-hand corner of the Address Envelope. The Proxy holder shall then print the name of the Member upon whose behalf the Proxy holder is voting and the address and lot, parcel or unit number that entitles the Member to vote.

11. CUMULATIVE VOTING FOR DIRECTOR ELECTIONS

- a. *Class "A" Members shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Lots owned.*
- b. *Class "B" Members shall be entitled to cast a number of votes equal to the number of Lots owned multiplied by three (3) multiplied by the number of Directors to be elected.*
- c. *In any election in which more than two (2) directors are to be elected, every Member may cumulate votes and give them to a single candidate or distribute them among as many candidates as the Member thinks fit ,as long as the total number of votes cast does not exceed the total number of candidates.*

12. TABULATION OF VOTES:

- a. Based on the Voting Deadline and the actual Poll Close Date, the Board shall schedule and notice a meeting of the Members or Board at which the Ballots will be counted. Notices must provided in accordance with the Bylaws.
- b. For a meeting of the Members, the Inspector shall determine whether sufficient Ballots are received to satisfy the quorum requirements prior to tabulating the votes. Ballots received are to be counted as Members present for the purpose of establishing a quorum.
  - (i) The Secretary shall verify that the Proxy holders who signed the Address Envelope have written authorization to vote for a Member.

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- (ii) If insufficient Ballots are received to establish a quorum, the Inspector shall immediately notify the Board. The Board may then:

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- (A) Notice and schedule a meeting of the Board to count the Ballots and/or
  - (B) Extend the Voting Deadline and authorize the Inspector to extend the Poll Close Date.
- c. ***For a Board meeting, the Inspector shall determine whether quorum requirements have been met prior to tabulating the votes.***
- d. The Inspector may appoint and oversee one or more Members other than a Director and other additional persons to assist in the tabulation of votes (“Assistant”).
- e. If quorum requirements are met, the Inspector may tabulate the votes:
- (i) The Inspector shall count the Ballots cast by Proxy, tabulate the approvals and disapprovals of Ballot Measures, determine whether sufficient votes were received for Ballot Measures, and report the election results at the meeting in which the Ballots were counted.
  - (ii) *If a Class “A” Election is being held, the Inspector shall first count and tabulate the votes of all Class “A” Members for the election of a Class “A” Director(s).*
  - (iii) ***For Director Elections, the Inspector shall count the Ballots and determine election results in accordance with the Bylaws. As long as a Class “A” election is still required, no less than 20% and at least one of the directors shall be elected by Members other than Declarant. At the first election of directors: the three candidates receiving the greatest number of votes are deemed elected for three year terms. The two candidates receiving the next highest number of votes are deemed elected for two year terms. At subsequent elections: The term of office of each director elected to fill a vacancy created by expiration of a director’s term of office shall be two years.***
- f. While the Members are encouraged to watch the tabulation process, no Member may be within ten (10) feet of the table where Ballots are being counted, and no Member may speak to the Inspector or Assistant during the tabulation process. The Inspector may ask questions of any Member, management company, or the Association’s attorney if he/she/they need to do so concerning a specific question in helping to determine the validity of a Ballot.
- g. The Secretary shall record the election results in the Association minutes and announce the results at the next open Board meeting.
- h. The Board shall publicize the election results to Members within fifteen (15) days of the date of the election.
- i. After tabulation of votes, Ballots shall be transferred to the Association and stored by the Association in a secure place for no less than one (1) year after the date of the election.

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**Appendix D: Forms**



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Rental Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM to \_\_\_\_\_ AM / PM

Nature of Activity: \_\_\_\_\_

In order to reserve the clubhouse, your assessment account must be paid in full and remain current, and you must be in compliance with all rules and regulations of the Association. Tenants may rent the clubhouse, but the owner must sign this form.

A Security/Cleaning Deposit of \$250.00 will be collected at the time the clubhouse is reserved for your engagement. The key will not be provided without a deposit. If the clubhouse is not left in a clean and neat condition, the room will be professionally cleaned and fees will be deducted from the Security/Cleaning Deposit.

The deposit is refundable provided the clubhouse is left in the same condition as when it was originally rented. If costs for cleaning and/or repair are required, the amount of those costs shall be deducted from the security deposit. If costs of cleaning and/or repair exceed the amount of the deposit, the owner agrees to pay all additional costs.

The owner agrees to provide the Management Company with a Certificate of Liability Insurance (with 1 million dollars in Liability Coverage). The owner must have the Association named as an additional insured. **You will not be able to reserve the clubhouse without this.**

The clubhouse key must be returned to the management office within five (5) days of rental. Once the key has been returned and a satisfactory inspection of the clubhouse has been conducted, the deposit will be refunded and credited back to the owner's assessment account. If the key is misplaced, or is not returned within five (5) days of rental, there will be a \$100.00 locksmith fee deducted from the entire deposit amount.

**I accept the conditions of rental as outlined above. I accept full responsibility for the conduct of my guests and the condition of the clubhouse following my engagement.**

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address: \_\_\_\_\_

**Telephone Number(s):**

\_\_\_\_\_