

JUNIPERS

COMMUNITY ASSOCIATION

RULES AND REGULATIONS

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JUNIPERS COMMUNITY ASSOCIATION
DRAFT RULES AND REGULATIONS
TABLE OF CONTENTS

Section 1: Membership Information (Age and Occupancy Qualifications)	Page 2-3
Section 2.1: Age Qualification and Restrictions.....	Page 4-5
Section 2.2: Common Area Properties.....	Page 6-8
Section 3: Property Rules.....	Page 9
Section 4. Pool and Facility Rules.....	Page 10-14
Section 5.1: Private Park Rules	Page 15
Section 5.2: Community Park/ Court Rules.....	Page 16-17
Section 5.3: Community Trails/Paseos.....	Page 18
Section 6: Tenant Rules and Regulations.....	Page 19-20
Section 7: Parking Rules.....	Page 21-22
Section 8: Pet Rules.....	Page 23
Section 9.1: Signage Rules	Page 24
Section 9.2: “For Sale” Sign Regulations	Page 25
Section 9.3: “Open House” Signs in Common Area	Page 26
Section 10: Contractor Guidelines	Page 27-28
Section 11: Holiday Decorations.....	Page 29
Section 12: Neighbor to Neighbor Dispute Policy.....	Page 30
Section 13: Storm Drain Water Run-Off Policy	Page 31
Section 14: Internal Dispute Resolution Policy	Page 32-33
Section 15: Enforcement Policy	Page 34-35
Rules and Violation Report	Page 36
Section 16: Fine Schedule	Page 37
Section 17: Election Rules	Page 38-42
Section 18: Privacy Policy & Form.....	Page 43
Disclaimer.....	Page 44

JUNIPERS COMMUNITY ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION

1.1 JUNIPERS COMMUNITY ASSOCIATION offers many advantages to the homebuyer. In order to protect and preserve these benefits, certain limitations and restrictions are placed on members of the Association.

THE JUNIPERS COMMUNITY ASSOCIATION ("Association") is a Common Interest Development as defined under California Law. Every Owner is a member of the Association. The Association is governed by the following documents:

- (a) Bylaws of the Association,
- (b) Declaration of Covenants, Conditions Restrictions, and Establishment of Easements (CC&Rs), and
- (c) Rules and Regulations (Neighborhood Guidelines),
- (d) Design Guidelines.

The Bylaws and CC&Rs are recorded documents. The Junipers Community Guidelines (**Guidelines**) and Junipers Policies and Procedures are operating rules defined by the Association Board of Directors.

Although the operating rules in these Guidelines support the CC&Rs, they do not cover the entire document. In the event of a conflict between the CC&Rs and these Guidelines, the CC&Rs shall prevail. *Please be sure to read the CC&Rs carefully.*

The purpose of the Association is to ensure that the Association Property (commonly referred to as common area) and common facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

1.2 Meetings

Both the Association Bylaws and the California Civil Code provide more detailed information regarding the types of meetings that are held by the Association. However, these are the most common meetings that will be held.

- 1.1.1 Owners Meetings are held annually to elect directors. Residential Units must be provided no less than thirty days prior to the meeting.
- 1.1.2 Board Meetings (Open Sessions) are used to conduct the regular business of the Association. Participation by Owners other than Directors is limited to the Homeowner's Forum. Open Sessions of the Board must be announced no less than four days prior to the meeting.
- 1.1.3 Board Meetings (Executive Sessions) are used to consider matters related to litigation, matters relating to the formation of contracts with third parties, Member discipline, and personnel matters. Attendance is limited to Directors and invited individuals. Executive Sessions of the Board must be announced no less than two days prior to the meeting.

- 1.1.4 Committee Meetings are usually limited to appointed members; however, committees may occasionally hold open meeting to collect Owner input. Committees are not required to provide notice of their meetings.
- 1.1.5 With the exception of Committee Meetings, all meetings are conducted in accordance with parliamentary procedures.

****In this document Owner may be referred to as Owner/Member/Resident; Tenant may be referred to as Tenant/Resident.***

*****These Rules and Regulations are applicable to any Owner/Member/Resident/Tenant. Responsibility of violations to these Rules and Regulation ultimately falls on that of the Owner/Member.***

JUNIPERS COMMUNITY ASSOCIATION

SECTION 2.1

AGE AND OCCUPANCY QUALIFICATIONS

2.1 Age and Occupancy Qualifications.

The purpose of these rules is to provide clarity concerning the Association's occupancy restrictions. The Association's age restrictions are a big benefit to the Neighborhood Association, and it is up to the members and the Board of Directors to ensure that the Neighborhood Association does not lose its age-restricted status by allowing non-qualified residents to take occupancy in this community.

- 2.1.1 **Occupancy:** Each residence must be occupied by at least one Qualifying Resident. All other occupants must either be a Qualified Permanent Resident or a Permitted Health Care Resident. These individuals are Residents for the purposes of these guidelines. (CC&R¶6.1.1)
- (a) A **Qualifying Resident ("QR")** is a person at least 55 years old. (CC&R¶6.1.3)
- (b) A **Qualified Permanent Resident ("QPR")** is a person who resides with a QR and meets at least one of the following requirements: (CC&R¶6.1.2)
- (i) Is at least 45 years old.
 - (ii) Is the spouse or cohabitant of a Qualifying Resident.
 - (iii) Is providing primary physical or economic support to a Qualifying Resident.
 - (iv) Is the disabled child or disabled grandchild of a Qualified Permanent Resident.
- (c) A **QPR** is also a person who was residing with a QR prior to the death or hospitalization of the QR, or became divorced or separated from the QR and meets at least one of the criteria in subparagraph (b) above.
- 2.1.2 **Continuing Occupancy:** Upon the death or prolonged absence of the Qualifying Resident the Resident may remain in the home for the indicated period of time as reflected in (CC&R¶6.3).
- 2.1.3 **Cohabitant** means persons who live together as husband and wife, or persons who are domestic partners within the meaning of California Family Code Section 297.
- 2.1.4 **Guests:** All persons not meeting the above requirements are deemed Guests for the purposes of these guidelines and may not reside in a residence for more than sixty days per calendar year.
- 2.1.5 Each Owner is responsible for providing the Association with an accurate Age Verification Survey. This survey must be updated whenever anyone moves into or out of a home within Junipers. (CC&R¶6.8.2)
- (a) Residents whose qualification is based on age must provide government issued identification that indicates their date of birth.
- (b) Owners with Residents in the following categories must provide an additional statement as indicated below:
- (i) Spouse or Cohabitant: I hereby attest that <Name of Supporting QPR>, is the spouse or cohabitant (within the meaning of California Family Code Section 297) of <Name of QR>.
 - (ii) Supporting QPR: I hereby attest that <Name of Supporting QPR> provides primary physical or economic support to <Name of QR>.
 - (iii) Disabled QPR: I hereby attest that <Name of QR or QPR> is the child or grandchild of

<Name of QR or QPR>, is disabled and requires assistance with daily activities.

- (iv) Permitted Health Care Resident: I hereby attest that <Name of QR or QPR> is disabled and requires assistance with daily activities. <Name of PHCR> is a full-time resident of who provides that assistance on a daily basis.

- 2.1.6 All persons not identified as Residents on the current Age Verification Survey shall be considered guests. Owners who violate these rules will be subject to reasonable fines as determined by the Board of Directors, and may have their Common Area rights suspended, including their use of Common Area amenities and ability to vote or serve on the Board of Directors.

JUNIPERS COMMUNITY ASSOCIATION
SECTION 2.2
COMMON AREA USE AND GUIDELINES

2.2 Common Area Guidelines

2.2 Use of Association Property shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents or public agencies. The Board reserves the right to close any of the facilities or common areas at any time to repair, clean and maintain premises or under circumstances dictated by public agencies.

2.2.1 The Community is subject to all federal, state, and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Owners are required to add sandbags to their Residential Units as necessary to prevent any storm water/mud run-off from their Residential Units to the common areas, both pre- and post-construction. Owners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:

- Washing, hosing, or rinsing of driveways, sidewalks, or hardscape into the street (allowable if diverted into private landscape areas).
- Washing, hosing, or rinsing of vehicles in the street.
- Washing, hosing, or spilling of any hazardous materials into the street.

2.2.2 At no time can pots, planters, personal or other decorative items be placed in or on Property maintained by the Association.

2.2.3 No items including but not limited to rubbish, trash, garbage, waste or recyclable matter, personal items, potted plants, garden art, etc. shall be kept or permitted upon any portion of the Association Property. Association includes any property owned and/or maintained by the association including but not limited to gates, fencing, and all other Association maintained common areas.

2.2.4 No Owner shall keep any materials of any kind or allow any activities to be conducted on their unit or on Association Property that will result in the cancellation of insurance on the Association Property which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums and/or for such fine or penalty.

2.2.5 No Barbeque or firepits are to be brought into any common area. Gas, propane or electric barbeques, smokers or firepits are to be used within a unit's exclusive use space only. Barbeques, smokers and firepits that are wood or charcoal burning are not permitted.

2.2.6 Smoking is prohibited in all Association common areas.

2.2.7 For the protection of the health of humans and plant material, Common areas maintained by the Association shall be kept free of pets and pet feces as per the foregoing Pet Rules of the Association.

2.3 Business and Commercial Activities

2.3.1 No Owner or other occupant of the Neighborhood Association may undertake any activity in any Residence nor use any portion of the Common Property, for any business, commercial or non- residential purposes, nor for any other purposes that is inconsistent with the Governing Documents. Such purposes include manufacturing, storage, vending, auctions, vehicle or equipment repair, entering into any lease or rental agreement under which the Residence would be occupied by numbers of persons in excess of the maximum occupancy permitted under applicable law, and transient occupancy of the Residence (such as hotel, inn, bed & breakfast, vacation rental, time- share or similar temporary lodging). Exceptions are:

- 2.3.1.1 The hiring of employees or contractors to provide maintenance, construction or repair services that are consistent with the Governing Documents.
- 2.3.1.2 The provision of in-home health care or assisted-living services to any resident of the Community.
- 2.3.1.3 The provision of family home childcare services as defined in California Health and Safety Code Section 1597.40, et seq., so long as such services comply with all applicable state and local laws, including licensing, inspection, and zoning requirements. Provided, however, that the Association has the power to limit or prohibit use of the Recreational Facilities, mini- park and other common amenities in the Common Area by clientele of the business.
- 2.3.1.4 Small home-based service businesses or other non-residential or commercial uses that do not create a nuisance to other Owners or generate unreasonable traffic into the Neighborhood Association. Visits by clientele or suppliers must be limited to regular business hours. Business activity must take place solely in the home.

2.4 Nuisances

- 2.4.1 Noxious or offensive activities are prohibited in the Neighborhood Association and on any street abutting or visible from the common area. The Board is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.
- 2.4.2 Nuisance devices may not be kept or operated in the Neighborhood Association or on any public street abutting the common area or exposed to the view of other Residences, or Common Area. Nuisance devices include the following:
 - 2.4.2.1 All horns, whistles, bells, or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle and its contents).
 - 2.4.2.2 Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and Restricted Vehicles (defined below).
 - 2.4.2.3 Devices that create or emit loud noises or noxious odors.
 - 2.4.2.4 Devices that unreasonably interfere with television or radio reception to a Residence.
 - 2.4.2.5 Plants or seeds infected with noxious insects or plant diseases.
 - 2.4.2.6 The presence of any other thing in the Neighborhood Association which may (i) increase the rate of insurance in the Neighborhood Association, (ii) result in cancellation of the insurance, (iii) obstruct or interfere with the rights of other Owners or the Association, (iv) violate any law or provisions of the Governing Documents, or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

2.4.3 Nuisance activities may not be undertaken in the Neighborhood Association or on any public street abutting the Neighborhood Association or exposed to the view of other Residences or Common Area without the Board's prior written approval. Nuisance activities include the following:

- 2.4.3.1 Hanging, drying, or airing residential Unit, fabrics or unsightly articles in any place that is visible from other Residences, Common Area, or public streets.
- 2.4.3.2 The creation of unreasonable levels of noise from gatherings, outdoor activities, recorded music, radios, television or related devices, or live music performance.
- 2.4.3.3 The creation of unreasonable levels of noise from a barking dog or other animal (including caged birds) kept in the Neighborhood Association (e.g., chronic daily nuisance barking by a dog over extended periods of time).
- 2.4.3.4 Repair or maintenance of vehicles or mechanical equipment, except in a closed garage or rear yard screened from view by other Residences or Common Area.
- 2.4.3.5 Outdoor fires, except in barbecue grills and fire pits designed and used in such a manner that they do not create a fire hazard.
- 2.4.3.6 Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by a Junipers Committee.
- 2.4.3.7 Any activity which may (i) increase the rate of insurance in the Neighborhood Association, (ii) result in cancellation of the insurance, (iii) obstruct or interfere with the rights of other Owners, (iv) violate any law or provisions of the Governing Documents, or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

JUNIPERS COMMUNITY ASSOCIATION
SECTION 3
PROPERTY RULES

- 3.1 All Exterior modifications require approval as set forth in the Community Design Guidelines.
- 3.2 All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior of wall surfaces of the Residence. All permanent window coverings shall be installed within ninety (90) days from the close of escrow. No window shall be covered with aluminum foil, sheets, newspaper, or similar material not intended or designed for use as a window cover.
- 3.3 Screen doors will only be permitted according to the criteria outlined in the architectural guidelines.
- 3.4 Portable basketball standards and sports apparatus may not be stored in any common area or on public streets and must be stored in the garage or behind the fence when not in use.
- 3.5 Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in receptacles customarily used for it, which shall be stored within fenced side or rear yards or garages where applicable. Trash bins cannot be placed on streets or other areas of the property that are exposed to the public for more than twelve (12) hours either before or after scheduled trash collection hours. It is recommended trash be contained in air-tight bags prior to being placed in waste cans, waste receptacle liners are recommended.
- 3.6 All exclusive use spaces shall be kept and maintained in a clean and aesthetically pleasing manner. Excessive decorative or personal items (including but not limited to dog houses, Residential Unit, shoes, toys, cleaning materials, dog feces, etc.) are not permitted.
- 3.7 All personal items must be kept in the unit's exclusive use space. No personal items may be placed in any Association maintained common areas.
- 3.8 Display of flags will only be permitted according to the criteria outlined in the Design Guidelines.
- 3.9 Installation of exterior security cameras will only be permitted according to the criteria outlined in the Design Guidelines.

**JUNIPERS COMMUNITY ASSOCIATION
SECTION 4
NEIGHBORHOOD ASSOCIATION FACILITIES**

To obtain pool access, please contact management for the current access control form. The rules in this Section pertain to the following Neighborhood Association Facilities: The Community Facilities/Pool and Spa, and the Junipers parks. The purpose of these rules is to provide for the safety of Residents and their guests and to promote the enjoyment of the facilities. Streets and sidewalks are not Neighborhood Association Facilities for the purpose of these rules.

Please be considerate of noise levels when using Neighborhood Association Facilities.

4.1 Pool Hours shall be as posted. Pool Hours will include quiet enjoyment hours for owners and their guests eighteen (18) years and older **ONLY**. Hours for guests eighteen (18) and under will be limited. The pool is heated per City/County guidelines starting in the first week of May to the end of October. Pool Hours for use and heating are subject to change at the discretion of the Board.

4.2 Reservations

Individual Owners may not reserve pool area facilities for exclusive use. Clubhouse facilities are only available for rent or Association events.

4.3 Pool Facility Access

Access to The Community Facilities/Pool and Spa is restricted by fob access. No Owner or Resident may give a fob to any non- Resident for purposes of accessing The Community Facilities/Pool and Spa At a minimum, each Owner will receive one (1) Key, Key Fob OR Mobile Credential for entrance to the facilities. Quantity is subject to change at the Board's discretion.

4.3.1 Mobile Credentials. If the Board opts to use Mobile Credentials, Owners will be required to complete an Access Control Form. Additional credentials can be purchased for members **living in the household** (in accordance with the Age Qualified rules contained herein) or over for up to four (4) credentials. Price per credential is noted on the Access Control Form and subject to change. Owners with tenants must submit the form along with a copy of the Lease Agreement for their tenants. Owners requesting credentials for five (5) or more must submit a request for approval from the Board of Directors, provide proof of residency OR reason (i.e., family member visiting for a period of time). This will be an additional fee of no less than \$25. The additional fee for credentials over five (5) if approved by the Board is on the form and subject to change at the Board's discretion.

4.3.2 If the Board opts to use Key Fobs, each property will receive one (1) Key Fob per home. One additional Key Fob or replacement Key Fobs can be purchased (if available) for an additional fee of \$50. The fee is subject to change at the Board's discretion.

4.4 Pool Facility Monitor

A facility monitor may be obtained at the discretion of the Board of Directors. Facility Monitors (if obtained) will be responsible for enforcing the rules and regulations associated with the use of this facility. Any refusal to adhere to the rules or abusive behavior toward Facility Monitor(s) or others and their guests will result in removal from the facility and suspension of privileges.

4.5 General Facility, Pool Rules

- 4.5.1 Owners are permitted to host no more than four (4) guests in the facility area at any given time provided the Resident sponsors and their guest(s) are in compliance with the rules at all times. Guest(s) must be accompanied by an adult resident age eighteen (18) or over. Minors under the age of two (2) will be considered household members and not counted as guests.
- 4.5.2 Use of all facilities is at your own risk and there is no lifeguard on duty. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies if a facility monitor is staffed on the premises. For Emergencies call 911.
- 4.5.3 If Owner elects to rent or lease his/her dwelling unit and gives right of access to all facilities to Lessee, the Owner relinquishes his/her access rights. In the event an Owner is renting the property to a family member, this rule is still applicable. Access rights are for those living in the property.
- 4.5.4 Use of the facilities and common area is a privilege which is enjoyed by all Owners or occupants. Consideration of others concerning noise levels is required by all Owners or occupants while utilizing the facilities and common area.
- 4.5.5 Conduct by an Owner or occupant which deprives any other Owner or occupant of the use of the pool or common property shall not be allowed.
- 4.5.6 Pool Furniture is available on a first come, first served basis, and may not be taken out of the pool area for any reason at any time. **All furniture and umbrellas must be returned to their original location and umbrellas closed before leaving the facility.**
- 4.5.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area, including speakers. Owners wanting to listen to audio of any kind must use listening devices that keep the audio noise to themselves.
- 4.5.8 Guests may make use of the swimming pool only when accompanied by the Resident host. Guest(s) not accompanied by a Resident host is/are in violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.
- 4.5.9 All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for people using the facilities and not for individual personal hygiene not related to use of the facility.
- 4.5.10 Swim diapers and plastic pants, specifically for pool use, must be worn in the pool area by all persons with incontinence issues.
- 4.5.11 Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool or spa facilities.
- 4.5.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (to prevent clogging the drains).
- 4.5.13 The following rules shall apply:

- i. No running or "horseplay" on the pool deck.
- ii. No "horseplay" in the swimming pool.
- iii. No ball/Frisbee or object throwing.
- iv. No gum in pool area.
- v. No skateboards/bicycles/tricycles/skates/roller blades/scooters or the like inside fenced area.
- vi. No glass bottles or other glass containers/objects inside fenced area.
- vii. No pets or animals inside the fenced area.
- viii. No unduly loud or disturbing noise inside the fenced area.
- ix. No radios/playback sound devices without headsets inside the fenced area.
- x. No diving from benches, tables, or other facility structures inside the fenced area.
- xi. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the Facility Monitor (if staffed) or roving patrol. Lifejackets are always allowed.
- xii. No "boogie boards".
- xiii. No smoking.
- xiv. No pool furniture in the pool.
- xv. Anyone urinating or defecating in the pool is subject to immediate removal from the facilities and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use facilities, monetary penalties and charging Owners with all costs of draining and cleaning of pool. Owners are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.

- 4.5.14 Any damage to equipment or furnishings must be reported promptly. Owners responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.
- 4.5.15 The "buddy system" is recommended to be always used by all swimmers. For safety no one should swim alone.
- 4.5.16 All gates must remain closed and always locked.
- 4.5.17 Any Resident or Resident's guest(s) caught jumping the fence to any gated facility will be asked to leave the facility for the day and a letter will be sent to the Owner. Non-Resident violators will be turned over to the police as trespassers.
- 4.5.18 Persons intoxicated or under the influence of alcohol or drugs are not permitted in the facilities and may be asked to leave.
- 4.5.19 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.
- 4.5.20 Any Owner or Owners' guests behaving in an aggressive, abusive, or threatening manner toward any other Owner, guest, vendor, or member of the management team are subject to immediate removal, immediate call to hearing before the Board of Directors and may face fines and possible suspension of privileges.

4.6 **Other Common Amenities & Facilities**

- 4.6.1 Any common amenities (i.e., barbeque, picnic tables, lounge chairs, etc.) are available on a first come, first served basis. Residents are responsible for clean-up after use of any facilities.
- 4.6.2 The Board and Management reserve the right to close any of the facilities at any time for reasons such as repairs, cleaning, maintenance, or mandated closures. The Association shall not be responsible for a Member's loss of use, even if reserved, due to a facility closure.
- 4.6.3 Smoking of any kind is not allowed within the pool facilities or surrounding patio areas.

4.7 Facility Rules

- 4.7.1 The facilities are available for rent only by Association Members who are in good standing and current with assessments. The use of facilities may be restricted by the Board of Directors for violation of the Association Rules, delinquent assessments, or abuse of the recreational facilities or common areas.
- 4.7.2 The facilities may not be used for commercial purposes other than those endorsed by the Community Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Residential Units and townhomes are for sale by Declarant. Facility usage is approved free of charge for Association endorsed activities i.e., Association meetings, Association sponsored seasonal events.
- 4.7.3 Regularly scheduled events, specifically Association functions, have priority for reserving the facilities.
- 4.7.4 In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission. The member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served and shall ensure that no one under the age of twenty-one (21) is served or consumes alcohol.
- 4.7.5 The Board and Management reserve the right to close any of the facilities at any time for reasons such as repairs, cleaning, maintenance, or mandated closures. The Association shall not be responsible for a Member's loss of use, even if reserved, due to a facility closure.
- 4.7.6 Smoking of any kind is not allowed within the facilities or surrounding areas including the parking Residential Unit.

4.8 Facility Reservation by Resident Member

- 4.8.1 An application for reservation of the facility must be made by a Member of the Association. The applicant must be present during the period the facility is in use under such reservation.

- 4.8.2 The facility may be reserved no less than fifteen (15) days in advance of the event and no more than sixty (60) days.
- 4.8.3 Please refer to the reservation application form and agreement for facility usage fees and deposits. Terms of the agreement are subject to change at the Board's discretion.
- 4.8.4 The Member renting the facility shall arrange for decorating, pick-ups, and deliveries (if any) to be made the day of the event.
- 4.8.5 The Member renting the facility shall be completely responsible for his/her own set-up and clean-up. All clean-ups shall be completed prior to returning the key to the facility. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.
- 4.8.6 The Member renting the facility hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Association sponsored events may charge admission or a use fee to recoup expenses.
- 4.8.7 Reservation of any facility does not include the pool facilities. The pool may be used by the allowable number of guests only and must be accompanied by the Member renting the facility. Other Owners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by people renting the clubhouse facility. Although the allowable number of guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
- 4.8.8 Every Member, by their use of any portion of the facilities, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the facilities agrees to indemnify and defend the Association and/or its agents from any and all claims, damages or liability in connection with such use.
- 4.8.9 Tenants wanting to rent the clubhouse must do so through the owner of the property or owner's Property Management Firm. Please refer to Tenant Rules, Section 6.

JUNIPERS COMMUNITY ASSOCIATION
SECTION 5.1
PRIVATE (ASSOCIATION OWNED) PARKS RULES

The Junipers Community has both Private (Association Owned) and Public Parks. These rules apply to Association owned and controlled property only. Refer to the City of San Diego for any Parks that are open to the Public.

5.1 Private Parks

- 5.1.1 The private park areas are for the use of Association Members (Owners) and their guest(s). Guest(s) must be accompanied by a member at all times. Member is responsible for the conduct of their guest(s).
- 5.1.2 Private parks are not available for exclusive use by any Member of the Association. It may not be rented or used for private parties. Owners may not place any personal property or rented property (such as bounce houses, water slides, as an example) on any portion of the amenity.
- 5.1.3 All other use restrictions fall under the "Use of the Association Property" and shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 5.1.4 The private park areas are a "Human play zone". Pet waste, urine and feces can cause disease and damage to these areas intended for humans. Pet owners will responsibly keep their pets off of these areas.
- 5.1.5 No dumping of household trash and items is allowed to be placed in any Association Park trash cans or trash bins. Any Resident found using these receptacles for disposing of household trash and items will be in violation of the Community rules and may be fined \$1,000.00 in accordance with the Community rules and Governing documents. The City of San Diego offers several options for Residents to discard large household items. Residents can schedule a Bulky Item collection appointment by calling the refuse company or bring items to one of the City's Community Cleanup events scheduled throughout the year.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 5.2

PRIVATE (ASSOCIATION OWNED) PICKLEBALL AND BASKETBALL COURT RULES

The Junipers Community has both private (Association Owned) and public courts and recreation areas. These rules apply to Association owned and controlled property only. Refer to the City of San Diego for any courts and recreation areas that are open to the public.

5.2 Community Park – Pickleball Courts

5.2.1 The Community Park is for the use of Association Members (Owners) and their guest(s). Guest(s) must be accompanied by a member at all times. Member is responsible for the conduct of their guest(s).

5.2.2 The Community Park pickleball courts are available for reservations to Residents only, through the reservation system in the Resident portal. For more information on the reservation system, please contact community management.

5.2.3 All other use restrictions fall under the “Use of the Association Property” and shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents.

5.2.4 The Community Park is a “Human play zone”. Pet waste, urine and feces can cause disease and damage to these areas intended for humans. Pet owners will responsibly keep their pets off these areas.

5.2.5 Pickleball court time is limited to 90 minutes for singles and doubles if other Owners are waiting. Members waiting for courts must remain outside the court and in the immediate area in order to retain their position in line for court use. If players are not present when a court becomes available, the next players in line shall proceed. Lights must be off by 11:00 p.m.

5.2.6 Individual practice is limited to 30 minutes if other Members are waiting to play.

5.2.7 Non-marking soled shoes and proper attire (shirts required) must be worn by all persons using the courts. Shoes which leave a mark on the court surface are not allowed. No bare feet allowed.

5.2.8 Children under age 18 should not use the courts without the supervision of a member eighteen (18) years or older.

5.2.9 All persons using the courts should show common courtesy and respect. Strong language, poor behavior, abuse of windscreens, nets, etc. may result in players being requested to leave. No “horseplay” is allowed on the courts.

5.2.10 Food is not allowed on the courts. Plastic bottled beverages are permitted. All trash is to be disposed of properly.

5.2.11 Players are not permitted to walk across occupied courts to reach an assigned court or retrieve balls.

5.2.12 When leaving the courts, gates are to be securely locked.

5.2.13 No pets are permitted inside court gates.

5.2.14 Roller skates, skateboards, bicycles, roller blades or other wheeled vehicles are not permitted on the courts.

5.2.15 Use of the courts for any sport or game other than pickleball is prohibited.

5.2.16 Use of electronic devices is prohibited unless they are used with airpods or other personal listening devices.

5.2.17 Court time for lessons is limited to one (1) hour when there are players waiting to play.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 5.3

WALKING TRAILS AND PASEOS

The Junipers Community has both walking trails and paseos throughout and surrounding the community that is Association owned and maintained but accessible to the public as required by the City of San Diego. The following rules apply to all owners, tenants and residents living in the Junipers Community Association. Note: Because these areas are open to the public, anyone not living in the Junipers Community can access these areas. The Rules will be posted at the entrances of the trail.

5.3 Community Trail and Paseos

5.3.1 Usage should only be during posted hours.

5.3.2 No motorized mode of transportation of any kind may be used on any trail or paseo.

5.3.3 No sitting or resting on trail fencing.

5.3.4 No Littering.

5.3.5 Pets shall be on a leash at all times and controlled by owner. Any pet waste must be picked up by owner and disposed of in their own trash receptacle. The Association is not required to provide waste receptacles.

5.3.6 Every person bringing an animal upon trail or paseo shall be liable to each and all persons for injury or damage caused by said animal.

5.3.7 Please be respective of noise levels when trails and paseos.

5.3.8 Any damage caused by owners, tenants, or guests to any association owned property in the trails and paseos will be the responsibility of the owner. If any member of the association witnesses vandalism or unwanted activity, please report it to local authorities immediately.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 6

TENANT RULES AND REGULATIONS

- 6.1 The Owner shall have the responsibility to acquaint their Tenants and guests with the CC&Rs and Rules and Regulations of the Association.
- 6.2 For the purpose of these Rules and Regulations, a Tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
- 6.3 Any rental, lease, or other occupancy of a home or unit, or portion thereof, for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use for transient or hotel purposes in violation of the CC&Rs.

Entering into an oral or written agreement to rent, lease, or use the unit, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the unit actually intends to occupy the unit for a term of less than thirty (30) consecutive days, shall be deemed a violation. Additionally, the use of a unit by occupants, other than an Owner, for a period of less than thirty (30) consecutive days, irrespective of the terms of an oral or written agreement, if any, is a violation.

- 6.4 In accordance with Section 7.2 of the CC&Rs, no Dwelling or portion of the Community shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
- 6.5 In accordance with Section 7.1 of the CC&Rs, Residential Units shall be used for residential purposes only, provided, however, that any Residential Unit may be used incidentally for the purpose of operating a home based small business if, and only if: (a) the business is operated solely within the Residence; (b) the business is limited to arts and crafts, the rendition of professional services, or other similar entities; (c) the business is operated by the Owner whose principal residence is the Residential Unit, by a Lessee whose principal residence is the Residential Unit or by a family member of such Owner or Lessee whose principal residence is the Residential Unit; (d) there is no sales activity conducted within the Association Property, no customers visiting the Residential Unit and no advertising anywhere in the Community; (e) the operation is permitted by and is at all times in compliance with Applicable Laws; and (f) the operation of the business does not result in: (i) the violation of any of the other provisions of this Declaration; (ii) any unreasonable increase in the flow of traffic within the Community; (iii) any unreasonable odor, noise, or vibration outside of the Residential Unit; (iv) any parking problems within the Community; or (v) any other adverse conditions to the Occupants of the individual Condominiums. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home-based business specifically required to be allowed by Applicable Law.
- 6.6 All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Association Documents shall constitute a default under such agreement.

- 6.7 All Owners and their lessees and Tenants shall comply with the provisions of the CC&Rs, and other terms and provisions set forth in the Association Documents. No Owner shall transfer any membership interest in the Association, except upon the transfer of the unit to which is appurtenant.

**JUNIPERS COMMUNITY ASSOCIATION
SECTION 7
PARKING RULES**

7.1 Parking Rules

7.1.1 These parking rules are in addition to parking restrictions as outlined in the CC&Rs.

7.1.2 Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed. **Each garage in the community holds a minimum of two vehicles and shall be used for said vehicles.**

7.1.3 No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon Association Property on his/her Residential Unit, on any public street or elsewhere in the Community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

7.1.4 Each of the Resident's garage/driveway spaces must be utilized for parking prior to being issued a permit authorizing Resident to park a vehicle on common area streets or parking spaces. Vehicles parked in the driveway cannot block the sidewalk. Vehicles parked in a driveway must fully fit on the driveway.

7.1.5 No parking shall be permitted along any portion of a street designated as a fire lane including drive approaches to garages in the Lilac homes. Vehicles found parked in a fire lane or drive approach of Lilac shall be towed at the vehicle Owner's expense without notice.

7.1.6 Vehicles parked in the Common Area longer than 72 hours without moving will be considered stored and may be towed at the vehicle Owner's expense. Stored Vehicles as defined by California Vehicle Code shall be towed at the vehicle Owner's expense.

7.1.7 Vehicles parked in a shared driveway or in a manner which blocks another's access to their driveway or garage may be towed at the vehicle Owner's expense. **There shall be no parking within the alleys.**

7.1.8 All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

7.1.9 Owner is responsible for parking violations of tenants and guest(s). Each Owner is responsible for advising the Owner's family, Tenants, and guest(s) of the parking regulations.

7.2 Implementation of current or "potential" Parking Patrol Program:

7.2.1 **If the Board deems it necessary,** a safe listing program and/or parking permits **may be implemented** as determined by the Board of Directors. At such times and upon contracting with a patrol service, the following rules will apply. Safe listing would require a Resident to safe list their vehicle with the patrol vendor within the Residential Unit number of days determined by the Board of Directors. Permits, depending on permit supply, may be limited to each household as approved by the Board and may require renewal on a period basis along with a renewal fee

as determined appropriate by the Board of Directors. Owners are responsible for obtaining and submitting all requirements of the parking program on behalf of their Tenant (see Tenant rules).

- 7.2.2 Overnight guest vehicles must be safe listed through the patrol company. Residents will have the right to safe list vehicles up to five (5) times per month. The number of safe list days is subject to change at the discretion of the Board of Directors.
- 7.2.3 All vehicles parked on community streets overnight must obtain a valid "Parking Permit". Parking permits (if applicable) will be available for purchase at a cost determined by the Board of Directors. The permit fee will cover the cost of the permit program and required garage inspections. Owners requesting a permit will have to pay all costs associated with obtaining the permit and provide necessary vehicle registration (vehicle must be registered to an onsite address) and proof of residence documentation.
- 7.2.4 Owners are entitled to a maximum of one (1) parking permit per home (if applicable). Any additional parking permits require a written request for Board approval.
- 7.2.5 To be eligible for a permit all vehicles must be registered through the California DMV and fully operational. No stored or inoperable vehicles will be issued a parking permit. Any unauthorized vehicle not allowed to be parked on the private community streets will not be eligible for a permit. The Board of Directors reserves the right to revoke permits if a vehicle remains stored on the private community streets longer than seventy-two (72) consecutive hours in any space.
- 7.2.6 Oversized vehicles that will not fit in the garage; must obtain a parking permit and have a garage inspection performed through the patrol company. Owners requiring a garage inspection must provide all required documentation and pay for any costs associated with the garage inspection.
- 7.2.7 All Owners will be required to renew parking permits on an annual basis in January each year. Owners will be responsible for paying any costs associated with obtaining a renewal.
- 7.2.8 The Board may levy a fine for each individual parking violation, traffic violation or vehicle not registered with the patrol company in accordance with the Association's enforcement and fine policy.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 8

PET RULES

- 8.1 Problems associated with animals, including noise disturbances and defecation should be directed to the County of San Diego Department of Animal Services at 619-767-2675.
- 8.2 All dogs that are not on their own property must be on a six (6) foot or shorter leash, held by a person who can completely control the dog at all times.
- 8.3 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by their animal and properly disposing of such waste in their own waste receptacle. The Association is under no obligation to provide pet waste services, bags, or pet waste stations. PET OWNERS ARE EXPECTED TO BE RESPONSIBLE AND RESPECTFUL OF THEIR NEIGHBORHOOD.
- 8.4 In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred, or maintained for any commercial purpose or in unreasonable numbers as determined by the Board or the Board of Directors for a Neighborhood Association, as applicable, from time to time.
- 8.5 Any Owner who claims that an animal constitutes a nuisance shall first direct the complaint to the City of San Diego Animal Services or the San Diego Human Society.
- 8.6 Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
- 8.7 Only domestic animals that are kept as household pets and are not kept, bred, or raised for commercial purposes are permitted to be maintained within the Community. No Owner shall keep more than a total of three (3) domestic dogs or three (3) domestic cats, or a combination thereof (but not to exceed three (3) total) within such Owner's Residential Unit. Domestic reptiles, birds, rodents, and fish shall be permitted so long as such animals are kept in the interior of a Residence.
- 8.8 These rules are in addition to the animal restrictions in Article 7.7 of the CC&Rs.
- 8.9 Owners shall keep their private patios and yards free and clean of pet waste at all times.
- 8.10 Owners will be responsible for ensuring their pets do not trample on, urinate, or defecate on or in common area landscape areas maintained by the Community Association. Pet traffic and waste damages grass and plant material can cause disease and is costly to continuously replace.
- 8.11 All Rules in Section 5 (Park/Tot Residential Unit Rules) regarding pets and common areas apply.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 9.1

SIGNAGE RULES

- 9.1.1 No sign or billboard of any kind shall be displayed to the public view on any portion of Association Property except for signs used by Declarant) in connection with the development of the community and sale or lease of Residential Units.
- 9.1.2 In accordance with Section 712 and 713 of the California Civil Code, an Owner may display on his/her Residential Unit or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
- 9.1.3 All signs shall comply with the City of San Diego Municipal Codes regarding signs and any other applicable governmental ordinances.
- 9.1.4 Signs erected in common areas not complying with the rules will be removed by a representative of the Association.
- 9.1.5 All Owners shall comply with the following JUNIPERS COMMUNITY ASSOCIATION's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article 7.9 of the Declaration.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 9.2

"FOR SALE" SIGN REGULATIONS

Article 7.9 of the Declaration and the City of San Diego regulates all signs in JUNIPERS COMMUNITY ASSOCIATION. Consistent with these regulations, the Board of Directors has approved the following standards for "For Sale" signs. Owners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area. These regulations shall also apply to "For Lease" signs.

- 9.2.1 Owners (or their agents) wishing to advertise "For Sale" for the purpose of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 9.2.2 The total sign area shall be contained within a 24" x 18" area. The top of the sign should be no more than three (3) feet above ground level.
- 9.2.3 The sign must be professionally prepared on weather-resistant material.
- 9.2.4 Only one sign is permitted per dwelling unit. Flags, banners, balloons, and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or "For Sale by Owner" with the owner's or agent's address & phone number may be included on the sign. Signs posted by Owner or Resident have to posted to their own property.
- 9.2.5 No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
- 9.2.6 Signs are not permitted on JUNIPERS COMMUNITY ASSOCIATION property except that one sign that complies with these Rules & Regulations may be placed in the common area landscape directly outside of the unit so long as it does not impede traffic, cause a safety concern, or damage any common area. Also, a maximum of one "Open House" directional sign is permitted. However, in no case may there be more than one "Open House" directional sign per corner.
- 9.2.7 Developers are exempt from these restrictions during the entire sales phase.
- 9.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

JUNIPERS COMMUNITY ASSOCIATION
SECTION 9.3
"OPEN HOUSE" SIGNAGE ON COMMON AREAS

Article 7.9 of the Declaration and the City of San Diego regulate all signs in the Community. Consistent with these regulations, the Board of Directors has approved the following standards for "Open House" signs. Owners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area.

- 9.3.1 Owners (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 9.3.2 The total sign area shall be contained within a 24" x 18" area.
- 9.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 9.3.4 A maximum of one sign (in total) may be placed within the community.
- 9.3.5 Signs may not remain on common areas overnight.
- 9.3.6 Flags, banners, balloons, and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign.
- 9.3.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 9.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other JUNIPERS COMMUNITY ASSOCIATION Rules and policies.
- 9.3.9 Property Owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.
- 9.3.10 All open house signs shall be displayed in the unit window only.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 10

CONTRACTOR GUIDELINES

Association Members are responsible for the actions of any contractor they hire to perform work in the Community and to ensure that any contractor hired adheres to the following:

Contractors must comply with the Association's hours to perform work:

7:00 AM – 6:00 PM (or dusk) Monday through Friday

8:00 AM – 5:00 PM Saturday

No construction is permitted on Sundays or Federal Holidays as follows: New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

- 10.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 10.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets, or mailboxes.
- 10.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 10.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 10.5 Portable toilets shall be kept in a safe and sanitary condition. All portable toilets must be kept on the unit driveway only. No placement in the street or common area is allowed.
- 10.6 Contractors will make every effort to not place any trash dumpsters on any Association Property, public street or sidewalk areas or driveways, and to remove trash daily. In the event a dumpster must be utilized for large construction projects, it may be placed on the street but will not exceed a period of 72 hours.
- 10.7 Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the common area caused by any construction activity and will either back-charge the owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six-foot chain-link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 10.8 Unpackaged material, such as sand or soil, **may not be unloaded in the street. Stockpiling in the street is prohibited.**
- 10.9 No construction equipment, materials, debris, or trash shall be allowed to accumulate or be stored on the properties.
- 10.10 Contractors shall not bring or use alcohol or recreational drugs on site.
- 10.11 Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the properties people who are working with the contractor on the construction project.

- 10.12 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs, and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 10.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Design Review Committee.
- 10.14 At the end of the workday, the streets must be left broom clean. All debris (i.e., paper, bottles, cans, and litter) must be removed from the job site on a daily basis. Street washing is prohibited.
- 10.15 Contractors shall not play radios or other musical appliances so that the sound extends to other units. Contractors shall minimize noise impacts from generators or other construction equipment.
- 10.16 Contractors must perform work in accordance with Best Management Practices and the Water Quality Management Plan (i.e., erosion and sediment controls must be in place. Washing must be confined to the yard area. Materials may NOT be discharged into the storm drain. Refer to section 13 for additional information.
- 10.17 No sign, poster, billboard, advertising device, or other display of any kind shall be displayed so as to be visible from outside the Property(ies) without the prior written consent of the DRC. Contractors performing work on the individual Residential Units may not post their company's sign upon the Owner's yard. No sign shall be placed by any Resident on an Association maintained fence, on the building, front yard or in a window.
- 10.18 The contracting Owner will be held responsible for any and all damage to the pavers in the shared alleys caused by contractors or Owners.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 11

HOLIDAY DECORATIONS

- 11.1 Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is four (4) weeks before the holiday and must be removed within two (2) weeks after the holiday.
- 11.2 Location. No Owner may place or adhere holiday decorations on Association Property, structures or landscape. The Association may place holiday decorations on Association Property.
- 11.3 Lights. All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

**JUNIPERS COMMUNITY ASSOCIATION
SECTION 12
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor-to-Neighbor Dispute Policy is not intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Junipers Community Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor-to-Neighbor Disputes."

DEFINITIONS

"Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Owner against another Owner which, in the Board's sole discretion, does not impact the Association Property.

"ADR," shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

"Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed, or the other party refused to submit the dispute to ADR.

POLICY TERMS

- 12.1 When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether it constitutes a Neighbor-to-Neighbor Dispute.
- 12.2 If the Board finds that the complaint or dispute constitutes a Neighbor-to-Neighbor Dispute, it shall notify the parties of the Neighbor-to-Neighbor Dispute of its decision.
- 12.3 The parties to the Neighbor-to-Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by the complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code.
- 12.4 Upon receiving Written Certification that the parties first attempted to resolve the Neighbor-to-Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN THE NEIGHBOR-TO-NEIGHBOR DISPUTES.

**JUNIPERS COMMUNITY ASSOCIATION
SECTION 13
STORM DRAIN WATER RUN-OFF POLICY**

- 13.1 To comply with the requirements of the Governmental Agencies and the Storm Water Agreement in connection with the storm water pollution prevention Best Management Practices, each Owner and the Association agree that they will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris and in accordance with the Storm Water Agreement and any agreements that are recorded or may be recorded against the Community. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with the Storm Water Agreement and all applicable Best Management Practices and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as a Common Expense. "Best Management Practices" means all best management practices imposed from time to time by Applicable Laws or Governmental Agencies, including without limitation, pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to stormwater, receiving water or stormwater conveyance system to the maximum extent practicable.
- 13.2 So long as Declarant owns any Condominium, if an Owner or the Association is not in compliance with the provisions of this Section and, as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Residential Unit to correct such violation. Any Owner who violates the requirements of this Section, and the Association to the extent the Association violates the requirements of this Section, shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner or the Association of this Section.
- 13.3 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a "Special Assessment" or "Compliance Assessment."
- 13.4 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

JUNIPERS COMMUNITY ASSOCIATION
SECTION 14
INTERNAL DISPUTE RESOLUTION POLICY

Pursuant to Civil Code § 5900, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 4000 *et seq*, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

- 14.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

(b) If a Member is the responding party and agrees to participate in IDR, the Member shall return a written response ("the Response") accepting the Association's Request for IDR.

- 14.2 In response to a request for IDR, the Board shall appoint one or more Board Members (or other person(s) who is/are not a Member of the Board) to be representatives of the Board and set the parameters within which the Board's designated representative(s) may propose to resolve the dispute.

Within fifteen (15) days after the next regularly scheduled Board meeting following the Association's receipt of a Request for IDR, the Board shall inform the Member by first class mail, of the representative or representatives it has designated to represent the Association in the process, together with a proposed date, time and place for the Association's designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meeting within thirty (30) days following such designation.

- 14.3 The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Any discussions relating to an IDR are considered confidential settlement discussions. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, or if the Member is an attorney, the Member shall give the Association ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well. Should the Association decide to have its attorney present at the meet and confer or mediation, the Association shall give the Member ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Member can arrange to have his/her/its attorney attend as well.

- 14.4 Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board's representative(s) reach an agreement in principle regarding the manner in which the dispute may be resolved, they

shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the appropriate officer(s) shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding and enforceable upon the parties if such action is taken by the Board of Directors, and it is not in conflict with the law or the Association's governing documents. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Association's business records.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 15

ENFORCEMENT POLICY

Discovery of Violation

- 15.1 Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 15.2 All violations reported by individual Owners must meet the following criteria:
- 1) Violation report must be in writing utilizing the violation report form.
 - 2) Party making the complaint (no anonymous complaints) must sign violation report.
 - 3) Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and or license plate numbers are also not sufficient for identification of individual in violation.
- 15.3 In the event the Board of Directors determines a violation of the Association's governing documents exists, the Board would act as follows:
- 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
 - 2) Upon expiration of the cure date, if the violation still exists, the Owner will be asked to attend a hearing with the Board of Directors.
 - 3) At such hearing, the Member so charged shall have the right to present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be received by the Association in writing at least seven (7) calendar days prior to the hearing date.)
 - 4) Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.
 - 5) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of JUNIPERS COMMUNITY ASSOCIATION's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Residential Unit or condominium; (d) temporarily suspend rights to use any common recreational amenities located in JUNIPERS COMMUNITY ASSOCIATION; (e) enter upon a unit to monitor and enforce compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 6) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.

- 15.4 Notwithstanding the above, for more serious violations, which are within the sole discretion of the Board to decide, the matter may be immediately set for a hearing, and the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

NOTE: A violation is defined as an act or failure to act, by a member that, in the opinion of the Board of Directors, is in conflict with the CC&Rs, Bylaws, Rules and Regulations and/or Design Guidelines of the Association.

**JUNIPERS COMMUNITY ASSOCIATION
RULE VIOLATION REPORT**

Before the Association will pursue violations that cannot be viewed during an inspection of the Community (i.e., noise nuisance, garage storage, etc.), two Owners representing two separate Residential Units or Condominiums must first register their complaint with the applicable public agency and then submit their complaint to the Association.

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association’s legal documents. PLEASE NOTE THAT THIS REPORT MAY NOT BE KEPT CONFIDENTIAL AND MAY BE PROVIDED TO THE ALLEGED VIOLATING OWNER.

REPORT FILED BY:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ (Alleged Violator’s Name)	Address: _____ (If known)	Phone: _____
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Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurred. _____

How often does the alleged violation occur? _____

JUNIPERS COMMUNITY ASSOCIATION

SECTION 16

FINE SCHEDULE

16.1 If the result of the hearing is a monetary fine, the following fine schedule will apply:

- a) For violations of time frames for completion of landscaping and landscape installation compliance, the Owner may be assessed a \$50.00 fine following the first hearing, a \$100 fine following the second hearing, and a \$200 fine following every hearing thereafter.
- b) Violations for commencing construction without obtaining DRC approval, the Owner will be called to a hearing before the Board, and Board has discretion to levy a fine.
- c) For rental, lease, or occupancy violations, including, but not limited to, those which are less than thirty (30) days, a fine of \$1,000 will be applied after the first hearing, a \$2,000 fine following the second hearing, and a \$4,000 fine following every hearing thereafter.
- d) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied.
- e) For all other violations, a fine of \$100.00 may be assessed to the Owner's assessment account following the first hearing, and a \$250 fine may be assessed following each hearing thereafter.

16.2 Any fines not paid may result in legal action in accordance with California law.

16.3 The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to JUNIPERS COMMUNITY ASSOCIATION.

NOTE: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Special Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 17

ELECTION RULES AND PROCEDURES

- 17.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a Residential Unit vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq. and should be interpreted as such.
- 17.2 **Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:
- (a) **Class A Members.** Class A Members are all Owners, with the exception of Declarant and Guest Builders(until the conversion of Declarant's Class B membership to a Class A membership as provided in the CC&Rs Section 4.2.2) and shall be entitled to one (1) vote per director seat up for election, for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be Members. The vote for such Residential Unit shall be exercised as they among themselves determine with respect to such Condominium.
 - (b) **Class B Members.** Class B Member(s) shall be Declarant and any Guest Builder, who shall be entitled to one (1) vote for each Residential Unit owned by Declarant in a Phase for which assessments have commenced. The Class B membership shall cease and be converted to Class A membership as described in the CC&Rs.
- 17.3 **Record Dates:** In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that Residential Units are distributed and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to the date Residential Units are distributed and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the Residential Units are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The voting period shall start when Residential Units are distributed and shall close when the Residential Units are counted. The polls shall close for any Member vote as specified in the Residential Unit materials or as determined by the Inspector(s) of Election at any Member meeting.
- 17.4 **Qualifications of Candidacy on the Board:** Except for the first Directors appointed by the Declarant, the Board shall consist only of qualified Members.
- 17.4.1 **Candidate Qualifications:** Concurrent with the First Membership Meeting, the Board shall be expanded to include five (5) Directors. At the First Membership Election, the Declarant shall designate a majority of the Board and the remaining Directors shall be elected by the Class A Members (excluding Declarant). The Directors appointed by Declarant shall serve for a term of three (3) years and the Director(s) elected by the

Class A Members shall serve for a term of two (2) years. After the expiration of the initial terms, all Directors' terms shall be two (2) years. Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- (A) The Candidate must be an Owner or an agent of the Declarant as long as Declarant owns any property within the Community. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association.
- (B) The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means no regular or special assessment is past due by more than thirty (30) days, or such period of time as is specifically defined in the Association's collection policy.
- (C) The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director; and
- (D) The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.

17.4.2 **Director Requirements:** Except for Directors appointed by the Declarant, the Board, by a majority vote of the Directors who meet all of the required qualifications to be Directors, may declare vacant the office of any Director who fits into any of the following categories:

- a. The Director does any of the following:
 - i. Fails to attend three (3) consecutive regularly scheduled meetings of the Board or fails to attend more than six (6) meetings of the Board, regular or special, within any twelve (12) month period.
 - ii. Fails to comply with a duly approved action of the Board.
 - iii. Fails to comply with the Association's governing documents, having been provided proper notice and received a due process hearing at which the Board determines that a violation exists; or
 - iv. Fails to be current in the payment of all regular and special assessments.
- b. The Director engages in any of the following types of behavior:
 - i. Receives any type of monetary gain, or other gain such as services, products, gifts, or gratuities of a significant value, which have been provided in relation to a director's service on the Board, and which is not disclosed. Disclosure must take place at an open meeting of the Board and be recorded in the minutes. Compensation for services duly approved by the Board and unrelated to duties as a director or officer of the Association, or reimbursement of expenses associated with service to the Community do not constitute unethical or detrimental behavior and are permissible.
 - ii. Takes any action considered to be grossly detrimental to the general safety, health and welfare of the Community and its Members; or

- iii. Addresses fellow Directors with abusive language in such a manner that causes distress and emotional harm. Abusive language is any language which causes humiliation or intimidation, or inflicts ridicule, coercion, threats or mental abuse, or other language of a punitive nature, or language which is prejudicial or grossly profane.

17.5 **Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the Residential Unit and in any associated Residential Unit materials.

17.6 **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.

17.6.1 **Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.

17.6.2 **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than two hundred (200) words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

17.7 **Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a "Meet the Candidates Night," or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

17.8 **Residential Unit Distribution:** A Residential Unit shall be distributed to every Member reflected in the Association membership list on the date that Residential Units are distributed. Replacement Residential Units will be provided upon request to anyone who was a Member as of the date when Residential Units were distributed. The Association shall not deny a Residential Unit to a person with general power of attorney for a Member. A Residential Unit submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a Residential Unit to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the Residential Unit the corresponding internet website address together with, in at least 12-point font, the phrase: "The rules governing this election may be found here:".

17.9 **Proxies:** At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the Secretary of the Association prior to the meeting to which it is applicable. Proxies shall specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. Any proxy distributed by any person to the membership shall afford the opportunity to specify a choice between approval or disapproval between each matter or group of matters to be acted upon, and where the Member specifies a choice, the vote shall be cast in accordance with that choice. All proxies shall be revocable at any time by written notice to the Secretary of the Association or by attendance in person by such Member at the meeting for which such proxy was given and all proxies shall automatically cease when the ownership interest or interests of the Member entitling such Member to membership in the Association ceases. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

17.10 **Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election. In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, Residential Units, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

17.11 **Meeting Conduct:** Any counting of Residential Units shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole, or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret Residential Unit or other election materials. All Residential Units will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.

17.12 Per the CC&Rs, An Owner may cumulate his votes for any candidate for the Board in any election in which more than two (2) Directors are to be elected if (a) the candidate's name has been placed in nomination before the voting takes place, and (b) the Owner has given notice

at the meeting before the voting of such Owner's intent to cumulate votes. If an Owner cumulates his votes, such Owner may cast a number of votes equal to the Owner's share of the voting power multiplied by the number of Directors to be elected. If any one Owner has given this notice, all Owners may cumulate their votes for candidates in nomination.

JUNIPERS COMMUNITY ASSOCIATION

SECTION 18

PRIVACY POLICY

- 18.1 California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. **Unless you "opt out," then the Association may be required to release your personal contact information in response to such a request.**
- 18.2 **California Code of Civil Procedure Section 5220 allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list.** In order to opt out of the membership list, you must notify the Association in writing. By opting out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c), which requires the association to mail information directly to a member, rather than releasing that member's private contact information.
- 18.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED
FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY
CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN THIS
ASSOCIATION.**