



**SHADOW RUN  
HOMEOWNERS'  
ASSOCIATION  
MEMBER  
HANDBOOK**

**2017 EDITION**

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# PREFACE

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## Welcome!

We are pleased to welcome you into the Shadow Run Homeowners' Association. We believe that it is important for you to know that you now are living in a Homeowners' Association, where we try to maintain and improve the values of our homes and neighborhoods by both being considerate of our neighbors, and observing the special rules which govern us.

As you can see from the picture on the cover of this handbook, we have a nice common area facility at 10081 Banbury Avenue, in the Westminster section of the Association. (The Association has homes in both Westminster and Fountain Valley.) In a rather compact area we have small grassy areas shaded by small trees, a "large" pool (30-feet by 60-feet), a wading pool for our children, two showers to wash off before swimming, a hard surface picnic area with three tables each with umbrella shading, restrooms separated for men and women, and a high-fenced court area where there are two half-court basketball backboards, and regulation pickle ball court, that is very multi-purpose. A special-cut key is used to gain access to the pool, restrooms, and picnic areas, but the high-fenced court area is unlocked, to allow our children to have a 'safe' play area.

# GENERAL INFORMATION

## Introduction

This handbook is authorized by the Shadow Run Homeowners' Association (The "Association," or SRHA) Board of Directors (the Board, or BOD) and provided to each member family of the Association as a "user friendly" explanation of what the Association is responsible to do, and what the Homeowners are responsible to do.

The Shadow Run Homeowners' Association is a 23701T tax-exempt non-profit corporation organized under the California General Nonprofit Corporation Law, and governed by the California Civil Law. These California laws (codes) give both general and specific structure and guidance how an Association is to conduct its affairs to protect and balance the individual homeowner's rights and the Association's duties.

SRHA is a Common Interest Development Corporation, Entity ID on file, which is a separate legal entity owned by the Homeowners who enjoy protection from personal liability. SRHA is managed by or under the direction of a Board of Directors, which is elected by the Homeowners. The Board generally determines corporate policy, as informed by Association local conditions and needs, and California city, county, state, and Federal laws. Officers (currently non-paid Homeowners as volunteers) manage the day-to-day affairs of the corporation. Homeowners (who are not Board members) do not participate in day-to-day management activities, but can participate as volunteers for special needs.

"Management structure can be altered by committees of Board members and Homeowner agreement" means that the purpose, operation and conditions under which the Association is managed may be changed either by action of the Board or by vote of the Association membership. If you feel that a change is necessary, please get involved, attend the Board meetings, and determine the steps necessary to modify the restrictions or procedures. Your Board of Directors will welcome your participation.

## The 2016 Edition of the Member Handbook incorporates:

- 1) Code paragraph numbering changes driven by changes in several parts of the California Code, commonly called "The Davis-Stirling Act,"
- 2) The new policy for group usage of the pools,
- 3) New guidelines for artificial turf,
- 4) Updating the ARAF request form for the current ACC approval names, and
- 5) Minor changes to correct typos and to align text with current practices.

## Purpose of the Association

According to the Articles of Incorporation, the purpose of the Association is "to provide for maintenance, preservation and architectural control of the residence lots and common area within certain real property described in the Cities of Westminster and Fountain Valley, and to promote the health, safety and welfare of the residents" within the tract.

## Jurisdiction

Every property owner within the Shadow Run tract is a member of the Association. Membership in the Association and the conditions thereof are therefore not optional, but are a condition of property ownership.

The operation of the Association is dictated by four basic documents as well as the actions of the BOD provided for by those documents. The specific documents are:

- The Articles of Incorporation of the Association
- Bylaws of the Association
- The Declaration of Covenants, Conditions and Restrictions (CC&Rs)
- The State of California Civil Code (specifically [Sections 4000~6150 titled Davis-Stirling COMMON INTEREST DEVELOPMENT ACT, commonly called the Davis-Stirling Act, and 711-714.1 and Government Code Section 434.5, Health and Safety Section 13132.7 and Welfare and Instructions Code Sections 5116, 1597.40 and 1597.531.

The Association is a California tax-exempt non-profit corporation and is bound by these documents and law as to its operation and management. Our officers have the same legal responsibility as the officers of any other corporation.

## Management and Administration

The Association elects a Board of nine directors which has the responsibility of managing the affairs of the Association and enforcing the CC&Rs. The Board meets on a monthly basis (with a few exceptions) to conduct the business of the Association. Minutes of these meetings are delivered to each home in the tract, and may be available by electronic format in the future. The time and place of future meetings are listed in the minutes. All members are encouraged to attend and contribute to the operation of the Association.

Additionally, as mandated by our governing documents, an annual membership meeting, which is now divided into two parts, is held in June (to accept nominations from the floor) and July (to count ballots) of each year to conduct business and elect a minimum of three directors. Notice of these meetings along with voting information and materials is provided by mail to each member.

## Transfer of Ownership

State law requires that if a lot within the Association is sold, the seller must provide the buyer, prior to the close of the transaction, copies of the governing documents as well as budgets, financial statements and other pertinent information. Although this is the owner's responsibility, it is normally done by the escrow company handling the transaction. When requested by the escrow company, the Association will provide the required documents. If you have questions as to the requirements or procedures, please contact the Association bookkeeper. Due to the cost of paperwork in providing the documents, the Association charges the selling member (or "seller") a fee of \$50.00 for this service to cover its costs. The Association also charges the seller a \$25.00 pool key fee at the time of escrow. If the seller gives their pool key to the new owner, the \$25.00 charge will be refunded to the seller upon written proof by the buyer. If the buyer does not receive a key from the seller, the buyer can obtain one from the Association at no cost.

## Limitations of the Association

Although the Association and its Board of Directors have significant responsibilities, they do not take the place of government agencies, common courtesies, or common sense. There are definite benefits of the existence of the Association, but it is not responsible for the mediation of disputes between Homeowners, the policing of public streets, the control of dogs or other pets, or the enforcement of civil laws.

If you find yourself with one of the circumstances, it is your right and responsibility to discuss it accordingly. In those cases where the weight and influence of the Association will assist in the solution of a problem common to members of the Association, the Board will consider actions.

Although the Board of Directors has the responsibility to enforce the CC&Rs, it does not act as a police agency. Therefore, if you detect what you believe to be a violation, or if there is other information you feel the Board should be aware of, please provide it in writing to the Board or any Board member. The Board will address such matters first to determine if it is within its jurisdiction, and if so, then as to resolution. The Board will not act upon anonymous communications.

# FINANCES

## Financial Reporting

According to our governing documents, the Board has the responsibility to set an assessment (dues) for each member on an annual basis, and to manage the finances of the Association. This includes maintenance and improvement of the common area (pool and surroundings), purchase of insurance and other required services as well as normal operating expenses of the Association. Assessments are set on a calendar year basis and members are notified of changes by the quarterly billing statement as well as the monthly meeting minutes.

Our governing documents and state law require that a financial statement be provided to each member within 120 days after the close of the Association's fiscal year. And that a pro-forma budget for the following year be provided within 45 days prior to the end of the year. Both of these documents are provided either with the monthly Board meeting minutes or by mail. The Association's fiscal year begins November 1 and ends on October 31.

## Dues and Billing

As a member of the Association, you are legally responsible for the payment of the assessments or dues. Dues are billed on a quarterly basis at the beginning of the calendar quarter, and are due and payable within fifteen (15) days. Please make sure that your dues are paid in a timely manner.

Our governing documents are clear regarding the responsibility and authority of the Board in collecting dues. The Board will consider temporary individual hardships when they occur, but it is bound by law to take appropriate action to collect overdue assessments.

If dues are not paid in a timely manner, the Association has the legal right (Please see the Delinquent Assessment Policy in the Policy Section of the handbook) to assess interest charges and/or late fees as well as to recover any costs or legal expenses incurred in collecting these amounts. Additionally, as a method of collection of delinquent dues, the Association may file a lien and foreclose upon a property. Currently a late penalty of \$10 (subject to change) will be added each quarter that dues are not paid on time. The additional legal fees to enforce collection can be very high, and will be paid by the delinquent Homeowner, so please keep your dues payment up-to-date

## COMMON AREA

### The Pool Area

The common area is the pool and surrounding area. The Association provides maintenance and improvement of the area. The pool is heated when the nighttime temperature is warm enough to sustain the heat (above 55<sup>0</sup>F nighttime temperature for at least two consecutive weeks) which makes it energy efficient and financially feasible.

As an owner, it is imperative that you know and understand the rules, While you are at the pool, you have the right to enforce the rules. Rules are posted at the common area for all to see and in a later section of this handbook.

### Pool Access

The common area is for the enjoyment of Association members, their families and guests. Age limitations are posted at the pool and for liability reasons must be adhered to. Specifically, a child under the age of seven (7) must be accompanied by a parent, and any child seven (7) to 14 years of age must be accompanied by an adult (18 years of age or older).

### Group Activities

After some large family groups overpowering the Pool Area on different occasions, a Pool Usage Policy was established. The maximum party size is limited to 30 persons including children, and a permit needs to be obtained and filled out for group sizes of 13-30 people.

We cannot provide exclusive use, so groups must share the areas with other members present.

Please contact the Pool Committee Chairperson, whose phone number is listed in the monthly Board minutes. The basic conditions of use are that you and your guests ① abide by the rules, ② show consideration of the neighbors living near the pool, and ③ clean up after the event.

### Vandalism Damage and Pool Fouling

It is the adopted policy of the Board to assess members for any willful damage or vandalism which can be attributed to the member, the member's family or guests. This includes fouling the pool including "toilet accidents" of children. These can be avoided by making sure children wear "swimming diapers."

In the event of such an accident, health regulations require that the pool be closed for a period of time and the water appropriately treated. Please take precautions with children to avoid such a situation and the resulting cost and inconvenience.

## Keys

One pool key is provided for each home. Members wishing additional keys or replacement keys may purchase them for \$25 each (this may be increased in the future) from the Board member currently designated to assign keys to Homeowners. We do not sell keys to renters. Renters must arrange the use of a pool key through the homeowner, and it must be returned to the homeowner at the end of the rental period.

Your key provides access to the pool, and the restrooms, but also brings with it a responsibility for your family and guest. Do not loan your key to unauthorized people as it may increase your legal liability. Keys are not to be duplicated!

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# ARCHITECTURAL REVIEW

One of the primary purposes of the Association and responsibilities of the Board is Architectural Review. Our bylaws require the existence of an Architectural Control Committee (ACC) and our CC&Rs provide the following direction:

“No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to (the) surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.”

In order to fulfill the responsibilities with regard to Architectural Control, the following CC&R policies have been adopted:

## CC&R Policies

The first paragraph in Article 3 of our CC&Rs requires that any improvements to home or property should not disturb the neighbors adjacent to your property. Please check with your neighbors before making any improvement(s) that might be unharmonious, or might disturb them.



- A. In accordance with the CC&Rs, prior approval of the Architectural Control Committee (ACC) will be required for all changes and/or additions with the exception of the following:
- Normal repairs and maintenance using same materials, colors and design
  - Repainting of a home in original color. Original colors are defined as those applied when home was built. NOTE: Homes painted in non-original colors must re-apply for approval of paint color.
  - Additions to or changes to the landscaping of a home including the planting or removing of trees, shrubs, and plants, as well as hardscape and yard art less than 18 inches in height.
  - Construction of walkways, planter less than 18 inches in height, or patio slabs.
  - NOTE: The addition of concrete surfaces which increase the area intended for the parking or driving vehicles by more than 25% of the size of the existing driveway area, and the addition of a roof, sunshade or other structure will require approval.
- B. All requests for approval must be in writing, and presented in person to a member of the Board, or sent by Registered or Certified mail to the Association's mailing address, or simply placed in the Common Area mailbox at 10081 Banbury Ave, Westminster.
- C. All approvals or disapprovals will be in writing, and will be made within the thirty day period provided in the CC&Rs, which starts when the approval request is received by a Board member.
- D. Approval of the ACC does not imply that the proposed alteration complies with health, safety or building codes. It is the responsibility of the homeowner to comply with all civil requirements and to obtain all required permits. The most severe requirement (either CC&R, or Civil) must be complied with.
- E. The ACC will consider each request by referring to the requirements as spelled out in the CC&Rs, except as required by changes in state and local laws that supersede our documents, as well as the criteria defined in this document.
- F. If the ACC, by a two-thirds vote, cannot agree as to the disposition of an application, it will refer the matter to the Board of Directors for action. Any action so taken by the Board will be by simple majority of the members.
- G. Any homeowner who disagrees with the decision of the ACC may appeal that decision to the Board. The Board will act promptly on such a request and may take action to accept the decision of the ACC, refer the matter back to the ACC for reconsideration, or by a vote of three-quarters of its members, override the decision.
- H. The ACC has the option of inspecting the finished product of an approved change to ensure that it complies with the plans and specifications as approved.
- I. To the extent that the ACC or Board become aware of changes which are made without approval or in conflict with approved plans and specifications, the following actions may be taken in a timely manner

1. The homeowner will be contacted and advised of the violation
2. The Association may request that the homeowner bring the offending change into compliance within a reasonable period of time.
3. In the event that the homeowner does not comply, the Board may resolve to take legal action to insure compliance.

## Procedures

The ACC will review all requests for change by reviewing the plans specifications or other descriptions with respect to the design criteria and guidelines presented here.

The ACC may, at its discretion, take whatever action it deems proper to insure a valid decision, including but not limited to consulting experts or construction professionals, seeking the opinion of neighbors living within a reasonable proximity to the requesting homeowner, or consulting with the Building Department of the appropriate city.

To the extent possible, the ACC will take into consideration advances or progress in the availability of materials, design or technology, as well as the potential lack of availability of original materials.

## Review Criteria

The ACC evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the particular home and the individual site, since what might be an acceptable design in one case may not be acceptable in another. For example, changes to a corner or cul-de-sac lot may not have the same impact as changes to an interior lot.

Design decisions made by the ACC in reviewing applications are not based upon personal opinion or taste, but rather upon the following guidelines:

1. All applications are reviewed to confirm that the project is in conformance with the CC&Rs.
2. The basic idea must be sound and appropriate to the surroundings.
3. The proposed change must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction.
4. The proposed change should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may not be appropriate.
5. Materials used should reflect continuity of design as related to original materials. For instance, addition of flagstone to a home with brick trim may be inappropriate.
6. Colors used to paint any addition or to repaint a home will conform to the approved guidelines.

7. Due to flammability considerations of the original shake roof construction, alternate materials which resemble shakes in color and appearance will be considered for replacement purposes.

## Paint Color Choices

The Board of Directors has approved a range of colors which are available as choices for repainting. The colors have been chosen to maintain the harmony of the neighborhood while providing some latitude as to combination of colors.

In evaluating a request to approve a choice of paint colors, the ACC will refer to the approved colors for the body of the home as well as those colors approved for fascia, trim and accent. Due to the variations in colors of different manufacturers, and the availability of colors within the approved range, the ACC will have the latitude to approve colors substantially similar to those approved by the Board of Directors. The ACC may approve a combination of up to three colors, and will have the authority to determine the appropriateness of the combination of proposed colors.

## What Needs ACC Approval?

If you are considering changing the exterior of your home you should consult the ACC for guidance. Examples of changes requiring ACC approval include (but are not limited to) the following:

1. Air conditioners
2. Antennas and aerials
3. Artificial Turf
4. Attic ventilation
5. Chimneys and additions
6. Decks
7. Dog houses and Dog runs
8. Drought Resistant Landscaping
9. Exterior lighting
10. Fences, fence extensions and gates
11. Flagpoles
12. Hardscape and yard art
13. Paint
14. Patio structures and enclosures
15. Recreational or play equipment
16. Retaining walls or planters over 18 inches high
17. Solar collection systems
18. Storage sheds
19. Swimming pools
20. Windows, screens, doors and shutters
21. Window or door security additions (bars or grates)

Major exterior additions such as:

1. Carports
2. Driveways or parking pads
3. Garages
4. Greenhouses
5. Porches
6. Room additions

# MISCELLANEOUS

## Maintenance and Upkeep

The aesthetics, desirability, harmony and property values of our neighborhood are substantially affected by the maintenance and upkeep provided by each homeowner. Each member, in order to maintain this harmony, as well as a courtesy to other Homeowners, must ensure that his or her property is adequately maintained. This includes maintenance of living and healthy landscaping (mowing lawns, trimming trees and shrubs, weed removal, etc...), maintenance of paint, and the timely attention to needed repairs.

As part of the responsibility and authority of the Association, the Board of Directors may require members to perform needed maintenance upon their property. Any homeowner who does not respond adequately to requests by the Association to perform such needed maintenance may be subject to fines or legal action as provided by the governing document of the Association. (Please see Compliance and Fine Policy.)

Some examples of street appearance items include keeping city trash collection containers out of sight except on collection days; no non-operational vehicles on the street or driveways, tools or toys unless being actively used. Inappropriate car parking (non-driveway parts of the property).

## Additional Conditions

Various additional conditions, covenants and restriction of membership in the Association are covered in the Declaration of Covenants, Conditions and Restrictions. Each member should be aware of and abide by these conditions. If you need copies of any of the Association documents, please contact the Association Secretary.

# COMMON AREA RULES

## **Special posted pool rules**

WARNING – No lifeguard on duty

Children under the age of 14 shall not use the pool without a parent or adult guardian in attendance.

CAUTION - No running

CAUTION - Slippery when wet

CAUTION – No glass

Pool Hours: Summer: 9:00 AM to 10:00 PM  
Winter 10:00 AM to 4:00 PM

## **Pool Rules**

1. Persons using the pool do so at their own risk.
2. NO GLASS CONTAINERS in the pool area.
3. NO running or rough play in the pool area.
4. Babies with diapers not allow in pool
5. No pets allowed in the pool area.
6. No oils, lotions, clips or pins allowed in the pool.
7. Proper bathing attire only—no cut-offs or other clothing allowed.
8. No Styrofoam, large pool toys or rafts allowed.
9. No abusive language, loud noises, or loud music.
10. Management reserves the right to deny the use of the pool to anyone at anytime.

## **Additional Rules applicable to Pool and Picnic Areas – No signage**

11. DIVING - permitted only in the deep area past the six foot depth markers.
12. EMERGENCY - , the red phone next to the showers has a direct connection to the Westminster Police Department.
13. EMERGENCY EQUIPMENT—Emergency Equipment is for lifesaving purposes only. Unauthorized usage for play or other purposes is prohibited. Continued abuse of equipment will include fines.
14. ENTRANCE – Entrance to the Common Area Pools is through the gates only with an approved pool key. Use this key to access the restroom facilities.
15. FOULING - Pool fouling by human action causes special treatment of the pool and these costs will be charged to the responsible member (s)//Guest(s).
16. PARTIES – All parties held at the pool area need to have a homeowner adult over the age of 21 present to protect both the participating and common area property.
17. SHOWWER – Please shower before using the pools.

**Additional Rules applicable to both Court Area and Pool Area (S – No signage**

18. ASSISTANCE – Please contact a current SRHA Board Member for assistance with issues such as Hazardous conditions, safety, noise, et cetera.
19. CONSERVE – Please help us conserve valuable resources. Take short showers (Three Minutes maximum, and be sure the water turns OFF. Turn off the court lights after night games.
20. GUESTS – Guests in the common area must be accompanied by a member at all times. Parties with numerous guests (more than 12 and less than 30) must be approved in advance by the Board.
21. RESPONSIBILITY – Members are responsible for any extra maintenance services and/or damages caused by family or guests.
22. TRASH – Trash must be placed in proper containers and the picnic area must be cleaned up after usage. Thank You!!
23. WHEELED VEHICLES – Except for wheelchairs or baby strollers, no whelled vehicles are allowed in the pool area. Please assure stroller wheels are locked. No hard wheeled or surface damaging equipment or toys are to be used in the court area.
24. The common area is private property for use only by SRHA members in good standing, and their guests. Identification may be required.

**Special posted Court Area rules**

25. For use by the Homeowners and their guests
26. All others will be asked to leave.
27. Disruptive and abusive behavior or language is also cause for being asked to leave.
28. Homeowners are responsible for their guests at the Common Area.

# ARCHITECTURAL REVIEW APPLICATION FORM

## ANY CHANGES TO THE OUTSIDE OF YOUR HOME REQUIRE ARCHITECTURAL APPROVAL

Architectural review is one of the primary purposes of the Shadow Run Homeowners Association and its appointed Architectural Control Committee. An abbreviated list of changes that require ACC approval include such things as antennas, exterior lighting, fences, gates, paint, patio structures and/or enclosures, roofs, security bars and/or grates, solar systems, storage sheds, etc. Specific details concerning everything that is in accordance with the CC&Rs of Shadow Run are in your **Member's Handbook** (dated September 15, 2016) on pages 7 to 10.

Please use this form, beginning immediately, for all requests for changes or additions to your property. Please mail the form to the Association at 10081 Banbury Ave., Westminster, CA 92683, or contact any current Architectural Control Committee (ACC) representatives (addresses and phone numbers listed at bottom of this page), or a Member of the Board of Directors (BoD). Most approvals will take approximately five days, however, please allow at least 30 days for the approval process.

The first paragraph in Article 3 of our CC&Rs requires that any improvements to homes or property should not disturb the neighbors adjacent to your property. Please check with your neighbors before putting in anything that might disturb them.

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DATE \_\_\_\_\_  
NAME \_\_\_\_\_ LOT # \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

**CAUTION: THIS FORM DOES NOT TAKE THE PLACE OF PROPER PERMITS NORMALLY REQUIRED BY THE LOCAL COMMUNITY (WESTMINSTER OR FOUNTAIN VALLEY) OF THE HOMEOWNER. EVIDENCE OF PERMITTING IS EXPECTED.**

ITEM(S) TO BE APPROVED: Please write your request(s) in the space below and attach samples and/or drawings/pictures of paint colors, roofing materials, gates, etc. If additional space is required, please continue request on another sheet of paper - PLEASE DO NOT WRITE ON BACK.

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Date Received by ACC _____	By _____
ACC APPROVAL SIGNATURES (1) _____	(2) _____
DATE APPROVED _____	DATE of INSPECTION (if necessary) _____
COMMENTS:	

John Gaeta (BoD)	10075 Sunn Circle	Phone: 1-714/531-1632
Klaus Lehmann (BoD)	10117 Sunn Ave,	Phone: 1-906-6796 (cell)
Phil Chatman (BoD)	10062 Banbury Ave,	Phone: 1-714-531-6494, [FAX: 1-714-531-2861]

Revision - August 2016

# POLICIES OF SRHA

## Annual Meeting And Election Procedure

(Revision R2, Dated 15 August 2016)

### Introduction

The SRHA By-Laws permit:

1. Director Nominations from the floor at the Annual Meeting, and
2. Director Self-nomination from the floor at the Annual Meeting, and
3. Cumulative voting (you can cast all your votes for just one candidate, if you so choose.), and
4. A non-Homeowner to be elected to the Board of Directors.

Because the SRHA By-Laws permit Nominations from the Floor of the Annual Meeting, and the California Civil Code requires Secret Balloting, the Annual Meeting is now composed of two parts.

### Annual Meeting, Part I

The SRHA Annual Homeowners' Meeting, Part I is currently scheduled for the 1<sup>st</sup> Wednesday of June at the Common Area (ref: 10081 Banbury Ave, Westminster, CA), at 8:00 PM. Information of interest to the Homeowners may be presented in the hour just prior to the Annual Meeting.

Earlier in the year, and prior to the June Meeting, the SRHA Board appointed Nominating Committee will search for Homeowners who may be interested in more active participation in the Association as a Director. Also, the Board will appoint 1 or 3 Election Inspectors who meet the California Civil Code, Section 5110 requirements. Section 5115 also provides extensive instructions about Secret Balloting, and how this privacy is to be maintained.

At the SRHA Annual Meeting, Part I, the presiding Board Officer will convene the meeting for the purpose of the Nominating Committee to present their slate of Candidates, and then open the meeting for Nominations from the floor, and having received any or no new names, the presiding Board Officer will adjourn the meeting until nominally the 4<sup>th</sup> Wednesday in July. However, adjournment may be delayed for a time of Questions and Answers between the Board and Homeowners, or other such NON-Business items that may come up.

### Ballot Process

Thus, time must be allowed for (1) people, either self-nominated, or nominated from the floor of the Annual Meeting, Part 1, to be interviewed by the Nominating Committee, and (2) the Ballot to be prepared and printed, and (3) information about each candidate to be printed, and (4) instructions printed how to maintain voter secrecy by the use of two envelopes to return the ballot, and (5) how a "proxy" is be handled (Proxies normally are not recommended because they add another "layer" of work by the Proxy Holder doing the work of the Proxy Giver.)

The Ballot will be prepared (normally in alphabetical order of last names) to permit Cumulative Voting, and to Vote For, or to Vote Against, or to Abstain for each Candidate.

Election Ballots must be delivered at least 30 days prior to the election [CA Civil Code Section 5115 (a)].

### Annual Meeting, Part II

The regular July Board of Directors meeting will be rescheduled from the 2<sup>nd</sup> Wednesday to the 4<sup>th</sup> Wednesday, to coincide with the Annual Meeting, Part II.



Approximately 6-weeks after the Annual Meeting, Part I, the SRHA Annual Homeowners' Meeting, Part II will reconvene on the 4<sup>th</sup> Wednesday of July, the Election Inspector will announce Quorum Status, (at least 85 sealed Ballots must be in hand to have a Quorum), the Election Inspector and Assistants will count the Ballots and report the Election Results to the SRHA Board. The Ballots shall be kept in a safe place by the Election Inspector for 1-year. [CA Civil Code Sections 5125 and 5145(a)] The Election Results must be published no later than 15 days after election. [CA Civil Code Section 5120(b)].

## **Election And Voting Rules**

**(California Civil Code Sections 5105, 5110, 5115, 5120, 5125, and 5130)**

### **1. INTRODUCTION**

These Election and Voting Rules ("Rules") are adopted in compliance with Civil Code Section 5105, 5110, 5115, 5120, 5125, and 5130, which requires every California homeowners' association to adopt election rules.

### **2. EQUAL ACCESS**

If any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications; provided, however, the Association shall not be responsible or liable for the content of any such communications, and the Association may include a statement in the communication specifying that the candidate or member, and not the Association, is responsible for the content.

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

### **3. USE OF ASSOCIATION FUNDS FOR CAMPAIGN PURPOSES PROHIBITED**

Association funds shall not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. As set forth in Civil Code Section 5135, for the purposes of this section "campaign purposes" include, but are not limited to, the following:

- A. Expressly advocating the election or defeat or any candidate that is on the Association election ballot.
- B. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, excepting the ballot and ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one for which subdivision (a) of Civil Code Sections 5105, 5110, 5115, 5120, 5125, and 5130 requires that equal access be provided to another candidate or advocate.

### **4. NOMINATION PROCEDURES**

Candidate applications will be mailed to the membership. Persons interested in serving on the Board may complete and submit an application by the date and time specified on the application. The Nominating Committee created pursuant to Section 1 of Article V of the Bylaws shall then

nominate candidates for election to the Board. The Notice of Annual Meeting shall identify the candidates nominated by the Nominating Committee. At the annual meeting, additional nominations (including self-nominations) may be made from the floor. If a person is nominated at the annual meeting, the nominee must be present at the annual meeting to accept the nomination. The annual meeting shall then be adjourned to another date to allow for the mailing of ballots. Only candidates who have been nominated by the Nominating Committee or were nominated from the floor of the annual meeting and who were present at the annual meeting to accept the nomination will have their names printed on the ballot. "Write-in" candidates on the secret ballot are not permitted. The ballots will be opened, counted and tabulated at an open Board meeting or at a membership meeting as described within Paragraph 8 below.

**5. VOTING QUALIFICATIONS AND THE VOTING POWER OF EACH MEMBERSHIP**

Each membership in good standing shall be entitled to one (1) vote per lot, provided that cumulative voting shall be used in connection with the election of directors. A Member whose membership rights are in suspension on the record date for voting following notice and an opportunity for a hearing before the Board is not in good standing and is not entitled to vote. See Article VII, Section 1(b) of the By-Laws and Article II, Section 1(B) of the CC&Rs.

**6. INSPECTORS OF ELECTION**

In accordance with Civil Code Sections 5105, 5110, 5115, 5120, 5125 and 5130, the Board of Directors shall appoint either one (1) or three (3) independent third parties to serve as Inspector(s) of Election. An "independent third party" includes, but is not limited to, (a) a volunteer poll worker with the county registrar of voters, (b) a licensee of the California Board of Accountancy, (c) a notary public, (d) a member of the Association who is neither a director, a candidate for election as a director, nor related to a director or candidate for election as director, (e) a person who is currently employed or under contract to the Association for any compensable services, including, but not limited to, the Association's managing agent or accountant. The Inspector(s) of Election shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. The decision of a majority of the Inspectors shall control. To the extent permitted by law, the Inspectors may appoint additional persons to assist them in counting and tabulating votes.

**A. Duties of Inspectors of Election:**

1. Determine the number of memberships entitled to vote and the voting power of each;
2. Confirm the number of memberships represented at the meeting;
3. Confirm the existence of a quorum;
4. Determine the authenticity, validity, and effect of proxies and ballots;
5. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
6. Count and tabulate all votes;
7. Determine when the polls shall close;
8. Determine the result of the voting;
9. Perform any acts as may be proper to conduct the balloting or election with fairness to all members.

**7. SECRET BALLOT PROCEDURES APPLICABLE TO CERTAIN VOTING AND PROXY USE**

Membership voting regarding assessments, election or recall of members to the Board of Directors, amendments to the governing documents, and the proposed grant of exclusive use of common area pursuant to Civil Code Section 4600 (hereinafter "Secret Ballot Topics") shall be conducted through

secret ballot procedures in compliance with Civil Code Sections 5105, 5110, 5115, 5120, 5125, and 5130.

A Member may cast his or her vote on a Secret Ballot Topic in person at a meeting, provided the Member casts the vote using a secret ballot in compliance with Civil Code Sections 5105, 5110, 5115, 5120, 5125, and 5130. In the event the required quorum is not attained at an initial or adjourned meeting at which secret ballots will be used, and in the event the meeting is adjourned to another date, all secret ballots cast shall carry over until quorum is attained.

In instances where proxies are used, in order to be counted the proxy must (a) identify a proxyholder who is an Association Member (who must be in attendance at the meeting for which the proxy is given), (b) contain voting instructions, (c) be dated and signed by the Member in good standing giving the proxy; (d) comply with all applicable laws. The Inspectors may disqualify a proxy that does not satisfy these requirements. Any instruction given in a proxy that directs the manner in which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxyholder must cast the Member's vote by secret ballot in accordance with any instructions the Member provides. Proxies may not be used in lieu of a ballot at a meeting.

The Association may distribute "three year" proxies for quorum purposes only prepared in accordance with California law. Such proxies shall be used solely for quorum purposes and shall not be used for purposes of voting.

#### **8. VOTING AND COUNTING OF BALLOTS/PROXIES**

All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly noticed open meeting of the Board of Directors or at a properly noticed meeting of the members. Any candidate or other member of the Association may witness the counting and tabulation of the votes from a reasonable distance, as determined by the Inspector(s) of Election. Members may not interfere with the counting and tabulation of the votes, and the Inspector(s) of Election may order any person the Inspector(s) of Election determine to be interfering with the counting and tabulation of votes to leave the area. In accordance with the holding of *Chantiles v. Lake Forest II Master Homeowners Association* (1995) 37 Cal. App. 4<sup>th</sup> 914, only the Inspector(s) of Election and the Association's legal counsel shall be permitted to inspect proxies, if any, in order to protect the members' privacy rights.

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

- A. Unless otherwise provided in the Notice of Meeting or the Ballot solicitation, as applicable:
  - 1. The voting period for Secret Ballot Topics shall commence when the first ballot is mailed or delivered to an Association Member, and shall end at such time as the inspector(s) of Election determine the polls closed.
  - 2. With respect to voting at membership meetings on topics other than Secret Ballot Topics, the voting period shall commence at the meeting at such time as the chairperson declares the voting period open and shall end at such time as the Inspector(s) of Election shall determine the polls closed; and

3. With respect to voting through a mail-in ballot on matters other than Secret Ballot Topics, voting shall commence when the first ballot is mailed or delivered to an Association Member and shall end at such time as is specified on the ballot.

- B. A ballot shall be irrevocable upon an Inspector of Election's receipt of the ballot.
- C. All questionable proxies and ballots are to be separated for a determination of validity by the Inspectors.
- D. If the number of votes cast on a ballot or proxy exceeds the number of permissible votes, the ballot or proxy, for voting purposes, shall be invalid and shall not be counted for voting purposes, but shall be counted for quorum purposes only.
- E. When a voting box for a candidate is "checked" or otherwise marked by a nonnumerical symbol (e.g., an "X"), and it is the only box "checked" or marked, all of the member's votes shall be counted for that candidate. When fewer boxes are "checked" or marked by a non-numerical symbol on the ballot than the number of directors to be elected, the count shall be one vote per "check" or mark not to exceed the number of authorized votes.

9. **CUSTODY OF VOTING MATERIALS/ ANNOUNCEMENT OF RESULTS**

Sealed ballots shall be returned in the care of the Inspector(s) of Election in accordance with the procedures set forth in the instructions mailed to the Members. In the event the sealed ballots are returned to the Inspector(s) of Election in care of a management company, the sealed ballots at all times shall remain in the custody the Association's management company until provided to the Inspector(s) of Election for opening, counting, and tabulation. After the tabulation of the ballots, custody shall be transferred to the Association's management company or to any other person or entity as may be designated by the Inspector(s) of Election.

The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within 15 days following the election, the Board shall publicize the results of the election in a communication directed to all Members.

After tabulation of the ballots the Association shall store the election ballots in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by Association Members or their authorized representatives. Any recount of ballots shall be conducted in a manner that shall preserve the confidentiality of the vote.

## Annual Policy Statement – 2017

The Shadow Run Homeowners' Association (SRHA) Annual Policy Statement is provided to all members in accordance with California Civil Code 5310(a), as specified by the Davis-Stirling Common Interest Development Act.

Information provided in Sections (7) Association's Policies and Practices in Enforcing Lien Rights or Other Legal Remedies for Default in the Payment of Assessments, (8) Governing Document Enforcement and Fine Policy, (9) Dispute Resolution Procedure Summary, and Architectural Review Procedures and Architectural Review Criteria of Section (10) Architectural Guidelines and Procedures, are from the SRHA Member Handbook, 2016 Edition, with updates to reflect the 2014 changes to the Civil Code Section Numbers. Except for Civil Code Section numbering changed by Law, nothing herein supersedes or nullifies any SRHA Policy.

### **(1) Association's Designated Recipient [Civil Code 5310(a)(1) & 4035]**

The name and address of the person designated to receive official communications to the association, pursuant to Civil Code Section 4035, is: Phil Chatman, President, SRHA, 10062 Banbury Ave., Westminster, CA 92683.

### **(2) Right of Notice to Two Addresses [Civil Code 5310(a)(2) & 4040(b)]**

Any member may request, in writing, that additional copies of notices be sent to a secondary address. The member's written request must be sent via certified mail, with delivery confirmation, to Judy Van Dyke, 10152 Banbury Ave., Westminster, CA 92683.

### **(3) General Notice Location [Civil Code 5310(a)(3) & 4045(a)(3)]**

The Association may post general notices on the bulletin boards located on the south external wall of the Common Area restroom building. "General notices" means any document that is not required to be provided via individual delivery.

### **(4) Right to Receive General Notices by Individual Delivery [Civil Code 5310(a)(4) & 4045(b)]**

Any member may request to receive general notices by individual delivery. The member's written request must be sent via certified mail, with delivery confirmation, to Judy Van Dyke, 10152 Banbury Ave., Westminster, CA 92683.

"Individual delivery" means any document that is required by California Civil Code to be delivered by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier; or by E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery.

### **(5) Right to Receive Board Minutes [Civil Code 5310(a)(5) & 4950(b)]**

A member has the right to receive copies of meeting minutes. The minutes of each Board of Director's meeting are hand delivered to each house in the Association. Absentee owners are mailed a copy to the address on file (second address) with the Association.

### **(6) Statement of Assessment Collection Policies [Civil Code 5310(a)(6), & 5730]**

Pursuant to Civil Code Section 5730, Notice of Assessment Collection Rights, the following notice is included in this Annual Policy Statement.

## Delinquent Assessment Collection Policy

Effective February 1, 2011

Pursuant to the CC&Rs and the *Civil Code*, the following are the Association's assessment collection practices and policies:

1. The Association's regular assessment (dues) is billed quarterly and payment is due on the first day of the quarter. It is the homeowner's responsibility to pay each quarterly installment in full regardless of receipt of an invoice or billing statement.
2. All other assessments, including special assessments are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (*Civil Code* Section 5650(2)).
4. Unpaid assessments are delinquent thirty (30) days after they are due. A late charge of ten dollars (\$10.00) or ten percent (10%), whichever is greater, will be charged if an assessment (whether quarterly or special) is not paid timely. (*Civil Code* Section 5650(b)(2)).
5. Interest on the balance due may accrue at the rate of six percent (6%) per annum commencing thirty (30) days after the assessment (whether quarterly or special) becomes due.
6. On or about sixty (60) days after an assessment becomes due, the matter may be referred to legal counsel or a collection firm for collection. In addition to the other requirements established by the *Civil Code*, a pre-lien notice will advise that if full payment is not received within thirty (30) days, a Notice of Delinquent Assessment and Claim of Lien (an assessment lien) will be recorded against the lot. Fees will be imposed for the preparation and mailing of the "pre-lien" notice.
7. All payments on the account shall then be made as instructed by the attorney or collection firm. If the owner fails to pay the amounts set forth in the pre-lien notice within thirty (30) days of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. A copy of the lien will be sent to the owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following the recording of the lien, and subject to the requirements of *Civil Code* Section 5705, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure. Fees will be imposed for the preparation and recording of the lien, and for other costs related thereto.
8. The owner may also be called to a hearing to explain why the owner's membership privileges should not be suspended.
9. The delinquent owner will be responsible for all costs of collection, including attorneys' fees and/or trustee fees, incurred by the Association to collect any delinquent sums. (*Civil Code* Sections 5975(c) & 5650(b).)
10. The Association's overnight address for payments is 10062 Banbury Ave., Westminster, CA 92683. The Association will charge \$32.00 to the owner for a returned check.
11. Any owner may request, in writing, that additional copies of notices concerning assessment collection as identified within *Civil Code* Section 4040(b) be sent to a secondary address. The

owner's written request must be sent via certified mail, with delivery confirmation, to Judy Van Dyke, 10152 Banbury Ave., Westminster, CA 92683.

12. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.

## Compliance Policy And Fine Schedule

Approved November 11, 2010

1. Basic Policy on Compliance

The objective of this Compliance Policy shall be to promote and seek voluntary compliance by owners with the Association's CC&Rs, and any rules and regulations, including any architectural standards and procedures, which may be adopted from time to time by the Board of Directors in compliance with Civil Code Sections 4350 and 4360 (collectively, the "Governing Documents").

2. Courtesy Letter

Before inviting a homeowner to a hearing as described below, the Association may first send a "Courtesy" letter to a homeowner which notifies the owner of a reported violation. Courtesy letters sent to homeowners shall contain a description of the alleged violation and, in the event the correction of the alleged violation requires actions such as the installation, removal, repair, replacement, reconstruction, or maintenance of improvements, the date by which such violation is to be corrected by the owner.

3. Due Process Requirements.

In accordance with Civil Code notice and hearing requirements, no fine or other penalty including without limitation suspension of recreational facility use privileges or voting privileges (see Article VII, Section 1 (b) of the bylaws and Article II, Section 1 (B) of the CC&Rs) may be levied without an opportunity for a hearing before the Board of Directors using the following procedural safeguards:

- a) The hearing notice shall include, in addition to the date, time and location of the hearing, a description of the alleged violation and, in the event the correction of the alleged violation requires actions such as the installation, removal, repair, replacement, reconstruction, or maintenance of improvements, the date by which such violation is to be corrected by the owner;
- b) The hearing notice shall further explain that the homeowner will be given an opportunity to meet in private with the Board of Directors to explain why a fine and/or corrective action and/or penalties should not be imposed if the violation is not correct by the specified date. The notice shall further state the disciplinary and/or corrective action and/or penalties which may be imposed, such as the levying of a fine in accordance with the Fine Schedule set forth below. Notice of the hearing shall be given to the homeowner at least ten (10) days prior to the scheduled hearing date in accordance with Civil Code requirements;
- c) If the homeowner corrects the alleged violation prior to the hearing date, the Board may discontinue the hearing proceedings; and
- d) The Association shall deliver to the homeowner within fifteen (15) days after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons therefor.

4. Additional Remedies

In some cases, such as commencement of construction without the requisite prior written approval, the Board of Directors may elect to proceed directly to legal action if immediate action is necessary to protect the Association's interests.

In addition to imposing a fine, the Board may invoke any other penalty or remedy authorized by law, the Bylaws or the Governing Documents, including without limitation the suspension of Association voting privileges or the suspension of recreational facility privileges (see Article VII, Section 1(b) of the Bylaws and Article II, Section 1(B) of the CC&Rs).

In addition to, or as an alternative to imposing a fine or other penalty, the Association may initiate ADR and/or IDR proceedings as described within Paragraphs 6 and 7 below.

#### 5. Fine Schedule

Type of Violation	Possible initial Fine	Continuing Noncompliance for Following First Hearing
Construction of, or alteration or addition to any building, fence or wall without prior approval.	\$300.00	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$500.00 for each subsequent month the violation continues.
Failure to cause the exterior surface of the dwelling constructed upon the lot to be maintained in a well painted and repaired condition.	\$100.00	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$200.00 for each subsequent month the violation continues.
Failure to cause the landscaping in the front yard of the lot to be maintained.	\$75.00	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$100.00 for each subsequent month the violation continues.
Failure to comply with, or violation of any other provision of the Governing Documents.	\$50.00	Continuing noncompliance may result in further fines, following notice and an opportunity to be heard by the Board, of \$100.00 for each subsequent month the violation continues.



## 6. Alternative Dispute Resolution (“ADR”) Summary

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits in superior court. ADR means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. ADR may either be binding or non-binding, as may be agreed to by the parties. This summary of the ADR statutes is being distributed as required by California Civil Code Section 5960.

### A. When ADR Must be Offered Prior to Initiating Enforcement Action:

An association or an owner may not file certain lawsuits in superior court unless an effort has been made to submit the dispute to ADR as required by law. Generally, ADR must be offered before filing a civil action or proceeding that seeks:

- 1) A judicial declaration of the rights and responsibilities of the parties, only; or
- 2) A writ of mandate or a writ of prohibition, only; or
- 3) Permanent injunctive relief only, or
- 4) Declaratory relief, writ relief, or injunctive relief, combined with a claim or monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedures.

It is not necessary to offer ADR prior to filing any other type of superior court action, or prior to filing any type of small claims action. Except as otherwise provided by law, the ADR requirement does **not** apply to an assessment dispute.

### B. ADR Procedures

The ADR process is initiated by one party serving all other parties with a “Request for Resolution,; which shall include:

- 1) A brief description of the dispute between the parties;
- 2) A request for ADR;
- 3) When directed to an owner, the request must be accompanied by a copy of the ADR statutes;
- 4) Service of the Request must be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the intended recipient actual notice of the Request;
- 5) A notice to all parties that they are required to respond within 30 days of receipt, or else the offer of ADR is deemed rejected; and
- 6) If the Request is accepted, ADR must be completed within 90 days of the receipt of the acceptance, unless the parties sign a written agreement extending the completion date.

The cost of ADR is to be borne by the parties. Unless the parties agree, no oral or written evidence or statements made in an ADR proceeding, other than arbitration, are admissible as evidence in a later lawsuit. Each homeowner should consult with his or her own attorney regarding appropriate compliance with the ADR statutes.

C. Failure to Participate in Some Form of ADR Prior to Enforcement Action:

Should a party unreasonably refuse to participate in ADR before the lawsuit is filed, the court may, in its discretion, take this refusal into consideration in determining the amount of attorneys' fees and costs ultimately awarded at trial. In accordance with the disclosure requirement of California Civil Code Section 5965 please be advised that:

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

7. Association's Policy of Informal Dispute Resolution (“IDR”)

In accordance with the California Civil Code, a fair, reasonable and expeditious procedure exists for resolving disputes between the Association and an owner involving their rights, duties or liabilities under the Davis-Stirling Common Interest Development Act, the Nonprofit Mutual Benefit Corporation Law, or the Association's governing documents. The procedure supplements, but does not replace the ADR process summarized above. The procedure follows:

- A. Either party may request the other, in writing, to meet and confer. While a homeowner may refuse a request to meet and confer, the Association may not.
- B. The Board shall designate a member of the Board to meet and confer with the owner.
- C. The parties shall meet promptly at a mutually convenient time and place to explain their positions and confer in good faith in an effort to resolve the dispute.
- D. A resolution of the dispute shall be memorialized in writing and signed by the parties.
- E. An agreement reached using this procedure binds the parties and is judicially enforceable if it is not in conflict with law or the governing documents and the agreement is either consistent with the authority granted by the Board of Directors to the Board member who met with the owner, or if the agreement is ratified by the Board.
- F. An owner may not be charged a fee to participate in the process.

## Common Area Group Use Policy

Approved May 6, 2015

This policy was developed to improve the safety and enjoyment of members of SRHA by providing guidelines for homeowners wishing to have group activities at the Common Area. An excessive number of people using the pool at one time not only creates health, crowd control, sanitation, custodial and rule enforcement issues, but also is an impediment to other homeowners' use and enjoyment of the pool.

### **Issuance of Permit**

Permits for Common Area group pool use must be obtained at least two weeks in advance of the date of the event. The Board of Directors will have five days to approve or disapprove the request.

### **Size of Groups requiring a permit**

Groups composed of 12 people or less may use the pool for family and friends without a permit. The homeowner must be present at any event. Over 12 guests, up to a **maximum of 30** will require a permit, which may be obtained from any Board member and must be approved by two members of the Board of Directors. Groups larger than 30 people are not allowed. On the day of the group event, copies of the signed permits must be available for review if requested by a Board member or security agent hired by the Board. Board members approving the event will provide a file copy to the President or Secretary, who will make arrangements for a security guard if necessary. More than one group will not be scheduled at the same time period.

### **Cleaning Deposit and fee**

The homeowner requesting use of the Common Area for a group party is responsible for any and all damage costs. A deposit in the amount of \$40 shall be posted in advance to the SRHA bookkeeper. \$20 for cleaning costs is non-refundable, The additional \$20 will be refunded if no excessive cleaning is needed or no damage occurs.

### **Members Entitlement**

Exclusive use by the group cannot be granted. Members are entitled to use of the pool at any time during regular operating hours. Only two of the three Common Area tables may be used for a group event.

### **Safety Issues**

1. Per city and county codes, the gates to the pool may never be propped open.
2. No glass of any kind may be brought into the Common Area.
3. A Security guard, hired by the Association, may make a random visit during a group event to check the permit, key number to the pool of the homeowner, and to ascertain if the rules are being followed.
4. No lifeguards will be on duty. Homeowners are responsible for the safety of all guests they invite or may hire a lifeguard on their own.
5. Members are expected to know and abide by the Common Area Rules from the Member Handbook

### **Miscellaneous Use of Equipment or Vendors**

1. BBQs may be brought to the Picnic area but they must be carefully monitored and must not interfere with the rights of other members.
2. A maximum of two Easy Ups (canopies) may be used in areas that do not interfere with the use of the Common Area facilities (e.g. Pool, restrooms, pickle ball court, etc.)
3. Catering Vendors may be used with the stipulation that they need to protect the area to make sure their equipment does no damage and that the area is cleaned up after use.
4. Entertainment groups, such as bands, or loud music, may not be used that would create a noise disturbance for the neighbors.

# Group Use Permit for Common Area

## Group use of Common Area Rules

1. Groups are limited in size to a maximum of 30 people including members of family. Groups larger than 30 people are not allowed. The homeowner must be present at any group event.
2. Exclusive use by a group cannot be granted. Members are entitled to use of the pool anytime during regular pool hours
3. Only two tables of the three tables at the Common Area may be used for group activities.
4. The homeowner requesting use of the Common Area for a group party is responsible for any and all damage costs. A deposit in the amount of \$40 shall be posted in advance to the SRHA bookkeeper. \$20 for cleaning costs is non-refundable. The additional \$20 will be refunded if no excessive cleaning is needed or no damage occurs.
5. Per City and County codes, the gates to the pool may never be propped open.
6. No glass of any kind may be brought into the Common Area.
7. A Security guard, hired by the Association, may make a random visit during a group event to check the permit, homeowner key number to the pool, and to ascertain if the rules are being followed.
8. No lifeguards will be on duty. Homeowners are responsible for the safety of all guests they invite, or may hire a lifeguard on their own.
9. Members are expected to know and abide by the Common Area Rules in the Member Handbook.
10. BBQs may be brought to the Picnic area but they must be carefully monitored and must not interfere with the rights of other members.
11. Catering Vendors may be used with the stipulation that they need to protect the area to make sure their equipment does no damage and that the area is cleaned up after use.
12. Entertainment groups, such as bands, or loud music, may not be used that would create a noise disturbance for the neighbors.
13. A maximum of two Easy Ups (canopies) may be used in areas that do not interfere with the use of the Common Area facilities

## Permit for Group use of the SRHA Common Area

Date of Application \_\_\_\_\_

Date of Event requested \_\_\_\_\_

Hours of Use requested \_\_\_\_\_

Number of Participants \_\_\_\_\_

I have read the SRHA pool rules provided with  
this permit and agree to abide by them

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ Lot # \_\_\_\_\_

Telephone # \_\_\_\_\_

Approved by Board Members

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Policy for Installing Artificial Turf

The following information is needed by the Shadow Run Homeowners' Association Architectural Control Committee for the approval of artificial grass in the front lawn or side areas visible from the street.

Needed Information	Why We Need It
Name and address of manufacturer of product	Some manufacturers only produce cheap or poor quality items. Other manufacturers are "fly by night" con artist. Only manufacturers in good standing with the state's licensing board will be approved.
Specific product (name, model number or such)	Manufacturers often have a wide variety of products, some better than others. Only high quality products will be approved.
Product lifetime/warranty	Some products only have a 3 to 5 year lifetime others are not made for the harsh sun of southern California and will fade quickly. Lifetimes under 10 years will not be approved.
Name, address and state contractor's license number of company installing product	As with most home improvements, the quality of the work shows up in the finished product. Ground preparation is very important in getting a good looking product once installed. Companies with a history of poor workmanship or with several complaints on file with the state licensing board will not be approved.

## Decorative Enhancements Or Hardscape

Dated October 20, 2010

- 1) Statuary must conform to the Association's goal of maintaining or increasing the value of the homes in the subdivision
- 2) It must be complimentary to the architecture of the homes
- 3) It should be attractive in proportion to the size of the lot and home
- 4) It should be approved by the Architectural Control Committee of the subdivision, and
- 5) A fine policy for non-compliance has been implemented.