

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
POLICIES ADOPTED BY THE BOARD**

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IGNACIO CREEK HOMEOWNERS ASSOCIATION
SATELLITE DISH/ANTENNA RULES POLICY
Adopted – October 26, 2000

I. *Adoption:*

The Satellite Dish and Television Antenna Policy is adopted by the Board of Directors of IGNACIO CREEK HOMEOWNERS ASSOCIATION, on Thursday, October 26, 2000 and effective as of December 15, 2000.

II. *Recitals:*

Whereas, IGNACIO CREEK HOMEOWNERS ASSOCIATION (hereinafter “the Association”) is responsible for the governance, maintenance, repair and upkeep of the Ignacio Creek Development (hereinafter the “Development”). The Association exists pursuant to California state laws and the Association’s governing documents. The Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Development pursuant to Article VII, Section 1(a) of the Bylaws.

Whereas, the Federal Communications Commission (hereinafter “the FCC”) adopted rules effective October 14, 1996 addressing the installation, maintenance and use of direct broadcast satellite dishes, television broadcast and multipoint distribution service antennas (hereinafter “satellite dishes”); and

Whereas, the Association desires and intends to adopt reasonable rules and restrictions governing installation, maintenance and use of satellite dishes in the best interest of the Development which are consistent with the FCC’s rules.

Therefore, the Association adopts the following rules, restrictions and regulations (hereinafter “the rules”) for the Association which shall be binding upon the Association members/owners of separate interests within the Association and their grantees, lessees, tenants, occupants, successors, heirs and assigns. These rules supersede any and all previously adopted rules, regulations or restrictions pertaining to satellite dishes.

III. *Definitions:*

- (a) *Exclusive use common area:* For purposes of these Rules, the term “exclusive use common area” means those portions of the Association’s common area which have been designated in the Association’s governing documents as for the exclusive use of the owner of an adjacent separate interest or unit.
- (b) *Mast:* For purposes of these Rules, the term “mast” means any and all structures to which a satellite dish is attached which operates to raise the height of the satellite dish
- (c) *Owner:* For purposes of these Rules, the term “owner” means the owner of any separate interest or unit within the Development and any tenant or occupant of a separate interest or unit within the Development who has the written permission of the separate interest or unit’s owner to install a satellite dish.

- (d) *Satellite Dish:* For purposes of these Rules, the term Satellite dish means any device used to receive video programming services, including direct broadcast satellite (DBS), television broadcast and/or multipoint distribution services (MDS), that has limited transmission capabilities designed for the user to select or use video programming and meets FCC standards for radio frequency emissions.

Also considered part of the “satellite dish” for purposes of these Rules are masts, cabling, supports, guy wires, conduits, wiring, fasteners and/or other accessories necessary for the proper installation, maintenance and/or use of the satellite dish. Equipment designed to send and receive radio signals is expressly excluded from the definition of satellite dishes.

- (e) *Telecommunications signals:* For purposes of these Rules, the term “telecommunications signals” are any and all signals received by DBS, television broadcast and/or MIDS.

IV. *Installation:*

- (a) *Satellite Dish Types and Sizes:* Each owner can install one (1) of the following per unit
 - (i) DES satellite dishes that are one (1) meter or less in diameter may be installed. DES satellite dishes larger than one (1) meter in diameter are prohibited.
 - (ii) MDS satellite dishes one (1) meter or less in diameter may be installed. MDS satellite dishes larger than one (1) meter in diameter are prohibited.
 - (iii) Satellite dishes, exclusive of (a)(i) and (ii) above, which are designed to receive television broadcast signals (*i.e.*, antennas), regardless of size, may be installed.
 - (iv) Installation of transmission only satellite dishes are prohibited unless prior written approval by the Association’s Board of Directors is obtained.
 - (v) Installation of equipment designed to transmit and/or receive radio transmissions is prohibited unless prior written approval by the Association’s Board of Directors is obtained.
- (b) *Location:*
 - (i) Satellite dishes must be installed in the owner’s unit, on separate interest property (*i.e.*, property owned by the owner) or in the following exclusive use common areas: rear patios, ground level decks and rear-facing second floor balconies.
 - (ii) If acceptable quality signals can be received by placing the satellite dish inside the unit without an unreasonable delay or cost increase, then outdoor installation is prohibited.
 - (iii) Satellite dishes installed outdoors must not encroach upon nonexclusive use common elements, any other owner’s separate interest property or exclusive use common area(s) and/or the air space of any other owner’s exclusive use common area(s).

- (iv) Satellite dishes installed outdoors will be located in a place shielded from view from outside the Development or from other units to the maximum extent possible while maintaining acceptable quality signals. Preferred locations (in order of preference) are: rear patios within two (2) feet of unit's exterior wall; rear decks against rear or side fences or second floor balconies within two (2) feet of unit's exterior wall.
- (v) Installation in common areas is prohibited even if an acceptable quality signal cannot be received from anywhere on owner's separate interest property and/or exclusive use common area.
- (vi) All installations shall be completed so as not to materially harm or damage the Association's common elements, individual units; void any warranties held by the Association or other owners and/or impair the integrity of a building or structure.
- (vii) Satellite dishes shall be secured in a manner, which does not jeopardize the safety or soundness of any structure and/or the safety of any person near the satellite dishes.
- (viii) There shall be no penetrations into building structures, including but not limited to walls and roofs unless it is absolutely necessary in order to receive an acceptable quality signal and/or would unreasonably increase the cost of the installation.
- (ix) The following shall be used unless their use would prevent reception of an acceptable quality signal and/or unreasonably increase the cost of installation, maintenance and/or use:
 - (A) Items that permit the transmission of telecommunication signals through glass panes without cutting or drilling the glass.
 - (B) Items, such as ribbon cable, which permit the transmission of telecommunication signals into the unit through existing openings such as doors and windows.
 - (C) Existing wiring for transmission of telecommunications and/or cable service signals.
- (x) If penetration of the exterior exclusive use common area structures, such as walls or roofs, is necessary, the penetration shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.
- (xi) Unless painting voids manufacturer's warranties, satellite dishes shall be painted to match adjacent structures. Paint can be obtained at cost from the Association.
- (xii) Satellite dishes observable from streets or other units shall be camouflaged with inexpensive screening and/or plants. Prior to installation, all screenings and plants shall be approved by the Association's Architectural Committee to be consistent with the Association's published architectural guidelines.
- (xiii) All exterior wiring for satellite dishes shall be installed in a manner, which minimizes visibility.

(c) *Installations in Exclusive Use Common Areas:*

- (i) Satellite dishes shall be no larger than absolutely necessary in order to ensure reception of an acceptable quality signal. Satellite dishes shall not be installed any higher than is absolutely necessary in order to ensure reception of an acceptable quality signal.
- (ii) Prior to installation, any installer, other than the owner, shall provide the Association with a certificate of insurance, which lists the Association as a named insured. Insurance coverage shall meet the following minimums:

Workers' Compensation Statutory limits.

Contractor's General Liability (including completed operations): \$500,000.00.

Insurance requirements are to ensure that satellite dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installations could result in damage to structures and/or create safety hazards.

(d) *Safety:*

- (i) Satellite dishes shall be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws. Prior to installation, owners shall furnish the Association with copies of city of DEF's permit.
- (ii) Satellite dishes shall not be placed within forty (40) feet of above ground power lines and/or ten (10) feet of buried power lines in order to prevent injury or damage caused by contact with power lines.
- (iii) Satellite dishes shall not obstruct access to or from any unit, walkway, ingress or egress into any area of the Development in order to the safety of individuals and allow safe access to the Association's physical plant.
- (iv) To prevent risk of electrical and/or fire damage, satellite dishes shall be permanently grounded.

(e) *Maintenance:*

- (i) Owners who install or maintain satellite dishes are solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of satellite dishes; repair and/or replacement of any property damaged by the installation, maintenance and/or use of satellite dishes; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of satellite dishes; and/or restoration of satellite dish installation sites to their original condition.
- (ii) Owners shall not permit their satellite dishes to become a hazard or fall into

disrepair. Owners shall be responsible for correction of any safety hazards and satellite dish maintenance, repair and/or replacement. Owners are responsible for the repainting or replacement of the exterior surface(s) of the satellite dishes if deterioration occurs.

- (iii) If satellite dish or any portion thereof becomes detached, owners shall remove, repair and/or replace such detachment within 72 hours of detachment. If the detachment impacts the safety of persons or property, the Association may remove, at the expense of owner, the satellite dish.

V. *Mast Installation:*

- (a) Mast heights shall be limited to that absolutely necessary in order for owner to receive acceptable quality signals, but under no circumstances shall mast extend more than twelve (12) feet beyond the roofline without prior written approval by the Board of Directors. Applications for masts over twelve (12) feet shall include detailed description of the structure and anchorage and an explanation of the need for a mast greater than twelve (12) feet. Approval by the Board will be denied if the mast is a safety hazard. The Board's rejection will be in writing and specify the safety risk(s).
- (b) Licensed, insured contractors shall install all masts.

VI. *Installation by Tenants/Occupants other than Unit Owner:*

These rules shall apply in all respects to tenants and other occupants. Tenants and/or occupants other than the unit's owner shall obtain prior written permission for installation by the unit owner. A copy of the written authorization shall be submitted with the notification form (*see VII. (a) below*).

VII. *Notification Process:*

- (a) Any owner desiring to install an antenna must complete a notification form and submit it to the Association's Architectural Review Committee at the Association's office. If the installation conforms to the conditions and restrictions set forth in these rules, installation may begin immediately.
- (b) If the installation is not in complete compliance with these rules, the owner and the Architectural Review Committee shall establish a mutually convenient time to meet and discuss installation methods. (The Architectural Review Committee's schedule is posted in the Association's office and listed in the monthly newsletter.)

The FCC has accepted this approval process as conforming with its requirements.

VIII. *Satellite Dish Removal:*

Satellite dish removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of the installation location.

IX. *Association Maintenance of Locations to Which Satellite Dishes are Installed:*

- (a) If satellite dishes are installed on property that is maintained by the Association, the owners retain responsibility for satellite dish maintenance, replacement and repair. Satellite dishes shall not be installed so as to increase the maintenance costs for the Association and/or other owners. If increased maintenance costs or damage occur, the owners shall be liable for such costs.
- (b) If the Association's maintenance requires the temporary removal of satellite dish(es), the Association shall provide owners with at least ten (10) days written notice. Owners shall be responsible for removal or relocation of satellite dish(es) prior to the start of the maintenance and for the replacement of the satellite dish(es) after maintenance is completed. If the satellite dish is not removed within the required time, then the Association may, at owner's cost to remove the satellite dish. If removal by the Association occurs, the Association is not liable for any resulting damage to the satellite dish.

X. *Severability:*

If any provision of these rules is found invalid, that portion shall be severed and the remainder shall remain in full force and effect.

XI. *Enforcement:*

- (a) If these rules are violated, the Association for each violation shall impose a fine of \$50.00. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day the violation is uncorrected. To the extent permitted by law and the governing documents the Association shall also be entitled to reasonable attorneys' fees, costs and expenses incurred in the enforcement of these rules.
- (b) If any installation of a satellite dish poses a serious, immediate safety risk, the Association may seek injunctive relief to prohibit further installation and/or seek removal.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
SCHEDULE OF FINES & PENALTIES (Art. IV, Section 5)
Adopted - February 28, 2002**

| <u>Violation</u> | <u>Amount</u> |
|--|----------------------|
| Non-residential use of property (Art. V, Section 1) | \$50 |
| Restrictions on animals and pets – breeding, large dogs, excessive noise (Art. V, Section 2) | \$35 |
| Parking violations (Art. V, Section 3) | \$40 |
| Erection of fences, hedges and/or walls (Art. V, Section 5) | \$40 |
| Conducting business on the Properties (Art. V, Section 6) | \$40 |
| Nuisance Activities (Art. V, Section 7(a)) | \$50 |
| Storage of garbage and trash (Art. V, Section 7(b)) | \$40 |
| Maintenance of outside clothes lines (Art. V, Section 7(c)) | \$25 |
| Exterior fires – except barbecues (Art. V, Section 7(d)) | \$50 |
| Exterior newspaper tubes (Art. V, Section 7(e)) | \$25 |
| Display of signs – except legally permissible “For Sale” signs (Art. V, Section 7(f), see also Civ. Code §§712-713) | \$30 |
| Maintenance of accumulated waste plants (Art. V, Section 7(g)) | \$30 |
| Basketball standards, sports apparatus (Art. V, Section 7(h)) | \$40 |
| Alteration or construction in the Common Area (Art. V, Section (7(i)) | \$50 |
| Relocation of fences (Art. V, Section 7(j)) | \$50 |
| Vehicle repairs/reconstruction (Art. V, Section 7(k)) | \$30 |
| Unlawful activities, waste in Common Area (Art. V, Section 7(l)) | \$50 |
| Painting, roof replacement, landscaping (Art. V, Section 8) | \$50 |
| Development of Common Areas (Art. V, Section 9) | \$50 |
| Architectural standards (Art. VI) | \$50 |
| Rules adopted by the ICHOA Board (See Homeowners Assn. Rules and Regs) | \$50 |

Enforcement Rules and Procedures

1. **Hearing procedures** – The Board had adopted the hearing requirements and procedures specified in Cal. Civil Code §1363(h):

(h) When the board of directors is to meet to consider or impose discipline upon a member, the board shall notify the member in writing, by either personal delivery or first-class mail, at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined, and a statement that the member has a right to attend and may address the board at the meeting. The board of directors of the association shall meet in executive session if requested by the member being disciplined.

If the board imposes discipline on a member, the board shall provide the member a written notification of the disciplinary action, by either personal delivery or first-class mail, within 15 days following the action. A disciplinary action shall not be effective against a member unless the board fulfills the requirements of this subdivision.

2. **Additional fines** – If an owner continues to violate a covenant or rule, or fails to cure such a violation, the Board may impose an additional fine of \$50 per day for each day the violation continues. (Art. IV, Section 5).

IGNACIO CREEK HOMEOWNERS ASSOCIATION
COLLECTION POLICY
Adopted – February 27, 2003
Revised – October 18, 2018

The Board of Directors has adopted the following Collection Policy in conformance with the CC&R's and California Civil Code §§1365.1-1367.1:

- 1) Assessments are due on the 1st day of each month and will be considered delinquent if not received at the Clubhouse Office (300 Indian Way) by the 16th of the month at 5:00pm.
- 2) Assessments not received by the 16th of the month will be subject to a late charge equal to 10% of the delinquent assessment. The late charge will be waived if the owner pays the outstanding balance within 30 days of the due date and agrees to make future payments using the Association's Direct Payment Service.
- 3) Owners who submit checks that are not honored by the bank due to insufficient funds will be charged a fee of \$15.00 per returned check. Should the returned check cause the payment to be received after the 16th, a late charge will also be imposed.
- 4) Approximately thirty (30) days after the due date, Owners with an outstanding balance will receive a courtesy letter as a reminder. Only one such letter shall be sent during any period there is an arrearage, even though successive installments may become delinquent. Interest will be charged on delinquent accounts at the rate of nine percent (9%) per annum, beginning on the 30th day following the due date of the assessment.
- 5) Approximately sixty (60) days after the due date, Owners with an outstanding balance will receive a notice pursuant to California Civil Code §1367.1 advising them of the method of calculation of the outstanding balance, and that the Association will record a lien against their property in thirty (30) days if the delinquent balance is not paid. Owners will also be advised of their rights pursuant to California Civil Code §1365.1, as well as the Association's right to foreclose and sell the property if the lien is not paid.
- 6) Approximately ninety (90) days after the due date, but not sooner than thirty (30) days after the notification required by California Civil Code Section 1367.1, a lien will be recorded by the Association against the delinquent Owner's property. The Association will enforce the lien through foreclosure as quickly as possible, consistent with applicable provisions of law. Attorney's fees, interest, and collection costs recoverable pursuant to California Civil Code §1366(e)(3) will be charged to the delinquent owner.

Special Assessments – The Board of Directors has adopted the following provisions governing Special Assessments:

- 7) Special Assessments are levied on the first day of the year following approval of the assessment.
- 8) Owners may pay the Special Assessment in 12 monthly installments without interest, subject to the same Collection Policy for regular monthly dues as described above. Installment payments are due on the 1st day of each month and will be considered

delinquent if not received at the Clubhouse Office (300 Indian Way) by the 16th of the month at 5:00pm.

9) Discounts for early payment

- Owners who pay the Special Assessment in full by January 16th will be entitled to a \$50 discount.
- Owners who pay half of the Special Assessment by January 16th will be entitled to a \$25 discount. The remainder may be paid in 12 monthly installments as described in ¶8 above.

10) Due on Sale – Owners who sell their units on or after the date the Special Assessment is levied must pay the outstanding balance of the special assessment before transferring title to their property.

If you dispute the balance on your account, you must do so in writing. A copy of your comments will be distributed to the Board of Directors. Please note that only the Board of Directors has the authority to waive any of the late penalties or fees listed above. Any deviation to the stated policy must be voted upon at a Board of Directors meeting with a quorum of Directors present.

IGNACIO CREEK HOMEOWNERS ASSOCIATION
KEY REPLACEMENT POLICY
Adopted – May 22, 2003

I. *Policy:*

Each resident owner has been assigned two (2) keys for access to the tennis courts, swimming pool and the clubhouse bathrooms. The keys will not open any other locks including doors to the clubhouse. Each key has been stamped with the respective unit's lot number (1-79). New owners should request both keys from sellers. Renters need to have owners make requests on their behalf. New replacement keys will be issued at a cost of \$50 per key (maximum of two (2) keys per household) from the association by sending a written request to 300 Indian Way, Novato, CA 94949. Each request must be accompanied by a check made payable to the *Ignacio Creek Homeowners Association*.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
STATEMENT OF MAINTENANCE OBLIGATIONS
Adopted – June 19, 2003**

Ignacio Creek is a "planned development," a type of common interest development in which owners own their own Lots and the structures on them. The Association owns the "common areas" of the development. The respective rights and obligations of the owners and the Association are defined by the recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

Under the CC&Rs (Article VII, Section 1), the Association has certain, limited, obligations to paint, repair, replace and care for certain exterior elements of each owner's separate Lot, as follows:

- roofs
- gutters, downspouts
- exterior building surfaces
- trees, shrubs, grass walks, and other exterior improvements (excluding landscaping on private decks and glass surfaces)

Each Lot owner has the obligation to maintain, repair and replace *all other* elements and structures on his or her Lot.

The Association has historically interpreted "exterior building surfaces" to include the siding on residences. It has, however, excluded from that definition, among other things, doors, including garage doors, and door and window frames. While the Association is required to exercise reasonable care in the performance of its maintenance obligations, it is not the guarantor of water-tightness of siding or roofs.

Under the CC&Rs, the Association's responsibility extends to the repair or, if necessary, replacement of siding which is necessitated by wood-destroying pests or organisms. However, if an owner has neglected to prevent or to remedy the presence of such organisms in the structure, and that neglect has resulted in their presence in the siding, the Association has the right under the CC&Rs (Article VII, Section 2) to recover the cost of the work and to levy an assessment for that cost against the Lot involved.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
POLICY REGARDING INSURED SMALL LOSSES
Adopted – August 28, 2003**

Preamble:

The Declaration of Covenants, Conditions and Restrictions for Ignacio Creek ("CC&Rs"), as amended (*see* Article IX, Sections 1 and 2), includes provisions relating to the repair of damage to residences in Ignacio Creek which:

- (i) can be accomplished for \$10,000 or less;
- (ii) which are covered by insurance maintained by the Ignacio Creek Homeowners' Association ("the Association") *and*
- (iii) where the insurance carrier has acknowledged such coverage.

In the event of such losses, the Association is obligated to effect the repair at Association expense or to reimburse the homeowner, except for any applicable insurance deductible, which is to be borne by the homeowner. As used in this document, losses for which repairs meet all of these criteria are referred to as "insured small losses."

It is in the interest of the Association to establish policies regarding the reporting of such losses by homeowners so that the Association can comply with reporting requirements under its insurance policies, gather necessary supporting documentation, and budget necessary expenses.

Policies:

Therefore, the Association hereby adopts the following policy and procedures to effect the provisions of applicable portions of Article IX of the CC&Rs:

1. In general, *reimbursement* shall not be made to any owner claiming an insured small loss unless either (i) the Association was advised of the insured small loss prior to the owner's having the work performed, and the Association authorized the owner to proceed or (ii) the damage for which the repair is claimed was demonstrably of such nature and extent that repairs had to be effected on an emergency basis before the Association could act.

2. Any claim by an owner demanding repairs or reimbursement by the Association regarding an insured small loss shall be made in **writing** delivered to the Association not later than **45 days** following the date of the loss. That writing shall:

- (a) Clearly state the date of the loss, as accurately as possible;
- (b) Clearly state the date of discovery of the loss, and explain any circumstances delaying discovery until after the date of the loss;

(c) Describe in detail the nature of the loss and, where possible, be accompanied by photographs and diagrams so that the nature of the loss is unambiguously documented.

(d) Identify, by name, address, and telephone number, each person witnessing the loss or the circumstances surrounding it, or familiar with any aspect of its repair.

(e) If reimbursement is being claimed,

(i) Describe either (A) the Authorization by the Association for the homeowner to proceed with repairs or (B) in detail, the circumstances upon which the homeowner claims that the damage for which the repair is claimed was demonstrably of such nature and extent that repairs had to be effected on an emergency basis before the Association could act.

(ii) Include copies of all invoices, bills and statements detailing the amount and nature of the expenses incurred in the repair, and cancelled checks or other evidence of payment of each such expense.

3. The homeowner will in all respects cooperate with the Association in obtaining payment or reimbursement from the Association's insurance carriers for an insured small loss, including, but not necessarily limited to:

(a) Providing further information and documentation;

(b) Executing affidavits or declarations concerning the loss;

(c) Making the residence (including interior areas) available for inspection by the Association and its insurance carrier and their representatives.

4. With regard to repairs to be made by the Association, the Association may require the homeowner to pay to the Association the amount of the applicable deductible prior to effecting any repairs of an insured small loss.

5. The Association's officers may from time to time adopt forms to be utilized by homeowners in reporting insured small losses and homeowners shall utilize any such forms made available to them.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
POLICY REGARDING PHOTOVOLTAIC INSTALLATIONS
Adopted – September 23, 2004**

It is the policy of the Ignacio Creek Homeowners' Association ("the Association") to encourage the use of solar electrical energy generation systems utilizing the exposure of semiconductor or similar materials to sunlight to produce electricity without moving parts (a "photovoltaic systems" or "PVS"). The Association recognizes, however, that in order to fulfill its responsibilities to homeowners, it must impose reasonable restrictions on such systems. Therefore, the Association adopts this statement of policy to guide the Association and its agents, and Homeowners, with regard to the approval, maintenance, repair and use of photovoltaic systems at Ignacio Creek.

1. No owner shall install a photovoltaic system on the roof of a structure or in any other area where it can be viewed from outside of the owner's lot, without first having applied to the Association for, and having received, permission to make such installation. The application shall be made to the Board of the Association, or such committee of the Board or other body designated by the Board to which other applications for review of applications for architectural modification of a residence or other structure on an individual lot.

2. No photovoltaic system shall be installed, maintained or operated except in complete conformity with the application to the Association, and any conditions to its approval that may be imposed by the Association in conformity with this Policy.

3. No PVS shall be installed unless it meets all applicable standards and requirements imposed by state and local permitting authorities, and all applicable safety and performance standards established by the National Electrical Code and the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories

4. No PVS shall be installed other than by an installer holding all licenses which may be required by state law and local ordinance and maintaining a current policy of public liability and property damage insurance with limits of liability of not less than \$250,000 for property damage and \$1,000,000 for personal injury.

5. No PVS shall be installed unless the installer agrees to indemnify the Association against any loss or damage caused by the installation, maintenance, or use of the PVS by signing, acknowledging and submitting to the Association an Indemnity and Reimbursement Agreement in the form attached to this Policy.

6. No PVS shall be installed unless the Homeowner executes, acknowledges and delivers to the Association or its designee, for recordation in the Official Records of Marin County, California, an Acknowledgment and Declaration of Obligations and Restrictions Running with Land in the form attached hereto, completed with regard to the Homeowner, Residence, etc.

7. Each application for approval shall include or be accompanied by the following:

- (a) the identity of the manufacturer and model designation of the PVS
- (b) a photograph or other similarly detailed graphical representation of the PVS to be installed and the cabling, brackets and other components accompanying and serving it.
- (c) a diagram detailing the location and method of installation of the PVS, including the location, routing of the brackets and cabling serving it.
- (d) the name, address, and telephone number of the installer of the PVS including the installer's state contractor's license number and Novato business license.
- (e) a current certificate of insurance evidencing the installer's maintenance of insurance conforming, at least, to the requirements of paragraph 4, above
- (f) a copy of the Homeowner's title insurance policy or other evidence of the form in which the Homeowner holds title to the lot, the lot's legal description, etc., as may reasonably be required by the Association or its counsel in the preparation and/or review of the Indemnity and Restriction to be executed by the Homeowner.
- (h) certificates or other evidence satisfactory to the association that the installation will meet the requirements of paragraph 3, above.

8. The Association may reasonably require such further information as, in the circumstances, it believes necessary to ascertain whether the proposed PVS installation meets the criteria set forth in paragraph 9, below, and the other requirements of this Policy. The Association shall require the installer and Homeowner(s), respectively to execute, acknowledge, and deliver to the Association or to its designee the instruments referred to in Paragraphs 5 and 6, above, and may require the Homeowner to pay, or to reimburse the Association for expenses which have been or are likely to be incurred in connection with the review, preparation and recordation of the document, including attorney's fees (to a maximum of \$350) and recording fees.

9. The Association shall approve the application if it meets all of the requirements set forth in the preceding paragraphs of this Policy and if, in the Association's opinion, the proposed installation has been designed and specified to reduce or mitigate, to the degree reasonably possible, adverse visual or other impacts of the proposed PVS installation and likelihood that the installation, use and maintenance of the PVS will cause or aggravate structural damage to any structure over which the Association has or may have any obligation of repair, replacement or maintenance. The Association may condition its approval on meeting these requirements concerning visual impact and the risk of structural damage but it shall not impose conditions, other than those set forth in the preceding paragraphs of this Policy, if such conditions will significantly increase the cost of or decrease the efficiency or performance of the proposed PVS

when compared to the cost, efficiency and performance of the PVS as first proposed, if that proposal was consistent with the requirements of this Policy other than those imposed only by this Paragraph 9. For purposes of this paragraph, the term "significantly" means an amount exceeding 20 percent of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20 percent.

10. Each owner of a residence lot with a PVS installed (whether or not he or she caused it to be installed) shall cause, at his or her expense, the PVS to be maintained in good condition and repair, both with regard to function and with regard to appearance. All persons employed by a homeowner to fulfill such responsibilities shall meet the criteria set forth in Paragraphs 4 and 5 of this policy and, on request of the Association, evidence of those qualifications shall be presented to the Association.

11. Promptly upon the request of the Association, any owner of a residence with a PVS (whether or not he or she is the owner causing its installation) shall cause it to be removed at his or her expense to the degree necessary or convenient for the Association and its contractors to perform unimpeded work upon the roof or any other structure or element which the Association is now or may hereafter be obligated to, or may otherwise choose to maintain, repair or replace. All persons employed by a homeowner to remove and reinstall the PVS, or such parts of it as may be involved in meeting the requirements of this Paragraph shall meet the criteria set forth in Paragraphs 4 and 5 of this policy and, on request of the Association, evidence of those qualifications shall be presented to the Association.

12. This Policy shall be deemed to be a part of the Association's Rules and Regulations and may be so enforced. It is Association policy that a PVS and its associated supports, conduits, etc. are not "exterior improvements" which the Association is or may be obligated to repair, maintain or replace.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
POLICY REGARDING PROPERTY INSPECTIONS
Adopted – August 27, 2015**

The Ignacio Creek HOA Board of Directors has adopted the following policy with regard to property inspections incident to real estate sales and property refinancing by Owners in this Planned Development. (Note: Please refer to the Statement of Maintenance Obligations for further details as to the division of maintenance responsibilities between Owners and the Association.)

1. Inspection Reports – Reports indicating possible maintenance issues that are the Association’s responsibility under the CC&Rs must provide sufficient detail to enable the HOA to evaluate the necessity for and timing of such repairs. We suggest that the inspector provide photographs, and the specific location of the items for which an HOA review has been requested.
2. Scheduling Repairs – Owners and buyers must understand that not all items that are recommended for replacement by an inspector can (or should) be replaced immediately. The Association maintains a regular maintenance schedule for all 79 units and the HOA Clubhouse/Office. This maintenance includes work on each building’s major exterior components (roofing, siding, trim, and painting). Most non-critical repairs are done during these “maintenance cycles.”
3. Critical Repairs – On an annual basis, the Association surveys all siding and decks for critical repairs that cannot wait until the next scheduled maintenance cycle for the affected building.
4. Response to Inspection Reports – The HOA will have our contractor review inspection reports submitted to the HOA and make an independent determination as to whether repairs are needed, and if so, whether the need for repairs is so critical that such work cannot wait until the next annual review or regularly scheduled maintenance cycle.
5. Criteria for repairs – It should be noted that while there is often an expectation that every item identified for repair by an inspector should take place *immediately*, to do so would not be fair to other Owners who must wait for their repairs until the next cycle. The Association is, after all, responsible for balancing the interests of all owners by managing maintenance tasks in a fair and orderly manner. Nevertheless, if an inspection report reveals a *critical* repair that was overlooked during our routine annual inspections, the Association will expedite such repairs.
6. Request for meeting with a “Board representative” – We frequently receive requests for a Board member to meet with the parties and their inspector to review maintenance issues. Maintenance decisions are made by the *entire Board*, based on our contractor’s analysis and recommendations. Consequently, it is not necessary or appropriate for a single Board member to be involved in this process. If further investigation is required, the Board will discuss the matter with our contractor.

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
STATEMENT OF
POLICIES CONCERNING UTILITY SERVICE INSTALLATION, REPAIR AND
REPLACEMENT
(Effective January 1, 2017)**

The Board of Directors has adopted the following Policies, effective January 1, 2017, concerning the construction, maintenance, repair and replacement of utility service installations, including water and natural gas pipes, sewers, electricity and telecommunications lines and their associated conduits. These policies have been amended to conform to amendments to California Civil Code Section 4775.

Introduction:

This policy concerns utility service installations, including lines, cables, conduits and pipes, in a number of situations, including those lying wholly within a Lot; on common area between the utility main and individual meter; and partly on or under common area between utility meter and individual residence.

These policies are dictated by a number of factors including provisions of the Declaration of Covenants, Conditions and Restrictions for Ignacio Creek (“CC&R’s”); the Davis-Stirling Common Interest Development Act (California Civil Code §§4000, and following); and practical concerns.

It is important to note the distinction between financial responsibility, on the one hand, and authority for supervision and control, on the other hand. In particular, the Homeowner's Association (“HOA”) generally has the authority to supervise and control all work on or under Common Area (as defined in the CC&Rs) even though in some situations the individual owner bears the financial responsibility for the costs of installation, repairs and replacements of utility lines, pipes and conduits.

Where the HOA exercises supervision and control but not ultimate financial responsibility, it may either exercise approval and supervision over a contractor to be retained by the homeowner or may, at its option, contract directly with a contractor and hold the homeowner liable for payment or reimbursement of expenses associated with the work. In the latter situation, the HOA may require a deposit from the homeowner for the reasonably-estimated cost of the work prior to incurring HOA liability.

Notwithstanding general policies, the HOA will not, in general, actively supervise or take responsibility for, work being performed directly by a regulated or franchised utility such as PG&E, AT&T / Pacific Bell, Comcast or other franchised cable provider, which does not involve excavation on Common Area.

Situation IA: Maintenance of Utility “Laterals” - Between Main and Meter or Residence (Except Sewers)

Control / Supervision: HOA
Financial Responsibility: Homeowner

Discussion: The *maintenance* of lines, pipes and conduits, which are exclusive use common area (where on, over or under Common Area), or part of the lot (when on, over or under the Lot), are the homeowner's responsibility pursuant to Civil Code Section 4775(a)(3).

Article V, Section 9(a) of the CC&Rs provides that:

No person other than the Association or its agents shall, on Common Area:

- (1) Construct, reconstruct, refinish, alter or maintain any improvement;
- (2) Make or create any excavation or fill.

Situation IB: Repair or Replacement of Utility “Laterals” - Between Main and Meter or Residence (Except Sewers)

Control / Supervision: HOA
Financial Responsibility: HOA

Discussion: The *repair or replacement* of lines, pipes and conduits, which are exclusive use common area (where on, over or under Common Area), or part of the lot (when on, over or under the Lot), are the Association's pursuant to Civil Code Section 4775(a)(3).

Situation II: Underground Pipes / Cables / Conduits / Lines between Meter and Residence (Except Sewers)

Responsibility:

Control / Supervision: HOA
Financial Responsibility: Homeowner

Discussion: Underground pipes, lines and conduits from the meter to the residence belong to the individual owner by virtue of an easement over common area (where over Common Area) and their installation, maintenance and repair are the homeowner's responsibility pursuant to Civil Code Section 4775(a)(2).

However, Article V, Section 9(a) of the CC&Rs provides that:

No person other than the Association or its agents shall, on Common Area:

- (1) Construct, reconstruct, refinish, alter or maintain any improvement;
- (2) Make or create any excavation or fill

Situation III: Above-Ground Cables / Conduits / Lines between Meter and Residence (Except Sewers)

Responsibility:

Control / Supervision: HOA (where on / over / under Common Area)

Financial Responsibility: Homeowner

Discussion: Pipes, lines and conduits from the meter to the residence belong to the individual owner by virtue of an easement over common area (when so located) and their installation, maintenance and repair are the homeowner's responsibility pursuant to Civil Code Section 4775. However, Article V, Section 9(a) of the CC&Rs provides that:

No person other than the Association or its agents shall, on Common Area:

- (1) Construct, reconstruct, refinish, alter or maintain any improvement;

Situation IV: Sewers (to within two feet of outer foundation of residence)

Control / Supervision: HOA

Financial Responsibility: HOA

Discussion: Pursuant to Article V, Section 9(c)(2), it is the Association's responsibility to “[m]aintain, repair and preserve all lateral sewers and building sewers (as defined in the Plumbing Code) serving the Properties.” The Uniform Plumbing Code defines a “building sewer” as that portion of the line beginning two feet outside the outer foundation wall of the structure to the sanitary sewer main.

IGNACIO CREEK HOMEOWNERS ASSOCIATION ELECTION PROCEDURES

Adopted – July 9, 2020

A portion of California's Davis-Stirling Common Interest Development Act (specifically, Civil Code §§5100–5130) requires that common interest development property owner associations, such as the Ignacio Creek Homeowners' Association ("Association"), adopt rules regarding the conduct of elections of directors (as well as other specified votes conducted by an owners' association). The Board of Directors of the Association has adopted the following Election Procedure in conformity with those statutory requirements. For this reason, in the event of any conflict between these rules and the Association's Bylaws, these rules are intended to prevail.

1. Equal Access to Association Media. In accordance with previously adopted rules, the following shall apply regarding access to Association media, and related matters, in connection with elections:

1.1. Access to Association Media. If any candidate for Association office, or Association member advocating a point of view is provided access to Association media, newsletters, or internet resources 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 Association's Board, for purposes that are reasonably related to the election.

The Association shall not edit or redact any content from these communications but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

It is not the policy of the Association to provide candidates with other means of access to Association media, newsletters, or Internet websites during a campaign. In the event that the statements or actions of an incumbent director, who is also a candidate for reelection to the board, are reported in any Association media solely in the context of that director's performance of his or her duties, those reports or statements shall not constitute provision by the Association of access to its media for campaign purposes.

1.2. Access to Meeting Space. During an election campaign, all candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Association's Board, shall have access to common area meeting space for purposes reasonably related to the election. Such access shall be subject to equally applied rules restricting reservation of space, security, and maintenance of meeting spaces.

1.3. Use of Association Funds. 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.

1.3.1 For the purposes of this Rule, "campaign purposes" include, but are not limited to, the following:

1.3.1.1 Expressly advocating the election or defeat of any candidate that is on the Association election ballot.

1.3.1.2 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; except that this is not a "campaign purpose" if the communication is one for which these rules require that equal access be provided to another candidate or advocate.

2. Minimum Qualifications for Candidacy. In accordance with the Association bylaws, to be eligible to be a candidate for election to the board of directors, the candidate must be a resident member (i.e., Resident Lot Owner) of the Association.

3. Nominations for Election to the Board of Directors; Self-Nomination. In addition to the nomination procedures specified in Article Five, Section 1 of the Association bylaws, by state law, the Association must permit any member to "self-nominate" himself or herself for election to the board of directors. Any member desiring to nominate himself or herself as a candidate for election to the board must (a) satisfy the good standing requirements for candidacy applicable to other candidates at the time the person's candidacy is proposed and thereafter, and (b) present written notice to the board of directors of the person's desire to self-nominate on or before the deadline of the nominating committee for the presentation of its list of candidates to the board.

4. Notice of Voting Procedures. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code §4040 (summarized below) if individual notice is requested by a member. An association shall provide general notice of all the following at least 30 days before the ballots are distributed:

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

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

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

4.4 The name of the Inspector of Elections.

4.5 If individual notice is requested by a member it shall be given as required by Civil Code §4040 which provides, in part, that an association deliver a document by "individual delivery" or "individual notice," by one of the following methods:

First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association; or

Email, facsimile, or other electronic means, if the recipient has consented, in writing or by email, to that method of delivery. The consent may be revoked, in writing or by email, by the recipient.

5. Voting Power. Each Residence Lot shall be entitled to one (1) vote, regardless of the number of owners of that Lot. When more than one person owns a Residence Lot, the vote for that Lot shall be exercised as they may among themselves determine.

6. Proxy Voting. The secret ballot voting requirements of Civil Code §5100(a) do not prohibit the use of proxy voting. However, because the Civil Code secret ballot voting rules require ballots to be mailed (by first-class mail) or delivered to every member, the utility of proxy voting in association director elections is questionable. For that reason, the Civil Code rules relating to proxy voting in the election of directors do not apply to the election of directors under the secret ballot election process utilized by the Association.

7. Duration of the Voting Process. The secret ballot voting procedures of Civil Code §5115(a) specify that ballots for the election of the board of directors must be sent to all eligible members by mail or personal delivery not less than 30 days before the deadline that is established for the tender of ballots. Written ballots must be received by the inspector of elections no later than 7:30 p.m. on the date set for the Annual Meeting of the Members (Bylaws, Article III, Section 1), or when the inspector calls for ballots at the Annual Meeting. Because the law requires that the

Association utilize a double-envelope ballot system in the election of directors and that the sealed ballots be mailed or delivered by hand to a location specified by the inspector of elections, any ballots that are sent to the inspector of elections by facsimile transmission or e-mail will not be counted.

8. Use of Secret Ballots and Ballot Completion Requirements. In accordance with Civil Code §5100(a), ballots used in the election of directors must be secret ballots that do not identify the voter by name, address, or lot number. The secret ballots, together with two pre-addressed envelopes with instructions on how to return ballots, must be mailed by first-class mail or delivered by the Association to every member of the Association not less than 30 days before the deadline for voting. The unsigned ballot must be inserted into an envelope ("Ballot Envelope") that is sealed, and this sealed Ballot Envelope must then be inserted into a second envelope ("Address Envelope") that is sealed. In the upper left-hand corner of the Address Envelope, a space or lines must be presented where the voter can print and sign his or her name, address, and lot number. The Address Envelope must be addressed to the inspector of elections who will tally the votes. The Address Envelope (containing the ballot and the Ballot Envelope) may be mailed or delivered by hand to the location specified by the inspector of elections for the return of ballots, and the member may request a receipt for delivery of the ballot.

9. Determination of Election Results; Succession to Office. The candidates receiving the highest number of votes, up to the number of vacancies to be filled in the election, shall be elected as directors. In accordance with the Bylaws (Article V, Section 2), cumulative voting is permitted. In the event there is a tie vote between those candidates who receive the lowest number of votes necessary to qualify the candidate for election, the tie shall be broken by random drawing. The election results shall be promptly reported to the Board and shall be recorded in the minutes of the next meeting of the board and shall be available for review by members of the association. Within 15 days of the election, the board shall give general notice pursuant to Civil Code §4045 of the tabulated results of the election.

10. Supervision of Election Process; Appointment of Inspector(s) of Elections. To ensure secrecy of ballots and fairness in the conduct of director elections, the board of directors must select an independent third party or parties to serve as the inspector(s) of elections. Civil Code §5110 specifies that the number of inspectors of elections shall be one or three. The Association's board of directors will notify the members of the person selected to serve as inspector of elections in accordance with the provisions of Section 4 above. As the duly appointed inspector of elections, such person, or that person's successor, shall have the full powers of an inspector of elections appointed by the board under Corporations Code §7614 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. Any report made by the inspector of elections is prima facie evidence of the facts stated in the report.

Without limiting the foregoing, the inspector of elections shall do all the following:

- (a) Determine the number of memberships entitled to vote and the voting power of each.
- (b) Determine the authenticity, validity, and effect of proxies, if any.
- (c) Receive ballots. Sealed ballots must at all times be in the custody of the inspector of elections or at a location designated by the inspector until after the tabulation of the vote, and until the time for challenging the election has expired, at which time custody of the ballots shall be transferred to the Association.
- (d) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- (e) Count and tabulate all votes.

- (f) Determine when the polls close, consistent with the governing documents.
- (g) Determine the tabulated results of the election.
- (h) Perform any acts as may be proper to the conduct of the election with fairness to all members and in accordance with the Association rules pertaining to the conduct of elections and Civil Code §§5100–5130.

11. Requirements for Counting and Tabulation of Ballots. The designated inspector of elections must count and tabulate the votes in public at a properly noticed open meeting of the board of directors or the members. Any candidate or other member of the Association may witness the counting and tabulation of the votes. No person, including a member of the Association or an employee of the Association's management company, if any, shall open or otherwise review any ballot before the time and place at which the ballots are counted and tabulated. In the event that tabulation of the ballots cannot be concluded before the designated time for adjournment of the annual membership meeting, the meeting shall be continued for such time as is required to complete the tabulation of ballots, and members shall be entitled to remain in attendance at the continued meeting to observe the tabulation.

12. Announcement of Results of Election. The results of the election shall be promptly reported to the board of directors of the Association, shall be recorded in the minutes of the next meeting of the board, and shall be available for review by members of the Association. Within 15 days of the election, the board shall give general notice (as specified in Civil Code §4045) to the members of the tabulated results of the election.

13. Retention of Ballots. After tabulation, election ballots shall be stored by the Association in a secure place for not less than one year after the date on which the inspector of elections reports the results of the election to the Board and the membership of the election. In the event of a recount or other challenge to the election process, the Association shall, on written request, make the ballots available for inspection and review by Association members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.