

**IGNACIO CREEK HOMEOWNERS ASSOCIATION
POLICIES ADOPTED BY THE BOARD
Revised May 4, 2023**

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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
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
Revised September 14, 2020,
September 23, 2021, March 24, 2022, May 4, 2023**

Note: These election rules cannot be amended less than 90 days prior to an election. (Civil Code, §5105(h))

A copy of these rules will be posted on the HOA website. The following notice will also appear on the ballot in at least 12-point font: “The rules governing this election may be found here:” followed by the corresponding internet website address where these election rules have been posted. (Civil Code, §5105(g)(4)(b)(1))

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.

1. Board Election by Acclamation. Notwithstanding the secret balloting requirement **for the election of directors**, or any contrary provision in the governing documents, when, as of the deadline for submitting nominations provided for in Article Five, Section 1 of the Association bylaws, the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the inspector or inspectors of the elections, the board of directors may, but is not required to, consider the qualified candidates elected by acclamation if all of the following conditions have been met:

1.1 A regular election for the directors has been held in the last three years. The three-year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election (i.e., when ballots are distributed 30 days prior to the election).

1.2 The association will provide individual notice of the election and the procedure for nominating candidates as follows:

1.2.1 Initial notice at least 90 days before the deadline for submitting nominations provided for in the Association bylaws. The initial notice shall include all of the following:

1.2.1.1 The number of board positions that will be filled at the election.

1.2.1.2 The deadline for submitting nominations.

1.2.1.3 The manner in which nominations can be submitted.

1.2.1.4 A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. The Board terms will commence on the date of the Annual Meeting of Members as provided in the Association bylaws.

1.2.2 A reminder notice between 7 and 30 days before the deadline for submitting nominations provided for in the Association bylaws. The reminder notice shall include all of the following:

1.2.2.1 The number of board positions that will be filled at the election.

1.2.2.2 The deadline for submitting nominations.

1.2.2.3 The manner in which nominations can be submitted.

1.2.2.4 A list of the names of all of the qualified candidates to fill the board positions as of the date of the reminder notice.

1.2.2.5 A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of board positions to be filled.

1.3 Processing Nominations

1.3.1 Within seven business days of receiving a nomination, a written or electronic communication acknowledging the nomination will be sent to the member who submitted the nomination.

1.3.2 Within seven business days of receiving a nomination, a written or electronic communication will be sent to the nominee, indicating either of the following:

1.3.2.1 The nominee is a qualified candidate for the board of directors.

1.3.2.2 The nominee is not a qualified candidate for the board of directors, the basis for the disqualification, and the procedure, which shall comply with the Internal Dispute Resolution requirements under Civil Code §5900, et seq., by which the nominee may appeal the disqualification.

1.3.3 The written or electronic communication described in Section 1.3.2 may be combined into a single written or electronic communication if the nominator and nominee are the same person.

1.4 Additional provisions

1.4.1 The association will permit all candidates to run if nominated, except for nominees disqualified for running as allowed or required by state law (Civil Code, §5105(b)-(e)).

1.4.2 The Board may disqualify a candidate pursuant to the provisions of Civil Code §5105(c).

1.4.2.1 If a nominee is disqualified pursuant to Civil Code §5105(c), all directors must comply with those same requirements.

1.5 The Board will vote to consider the qualified candidates elected by acclamation at the September Board of Directors meeting. The agenda item shall reflect the name of each qualified candidate who will be seated by acclamation if the item is approved.

2. 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:

2.1. 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.

2.2. 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.

2.3. 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.

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

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

2.3.1.2 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.

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. The association shall provide general notice of all the following at least 21 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 7:00 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. Deleted

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. 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.

11.1 Early Ballot-Voter Count – The Election Officer may publish an updated list of early ballots received by unit address on the HOA website to allow owners to confirm that their ballot has been received by the Election Officer.

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.

14. Procedures for Member Voting on Matters Requiring a Secret Ballot

14.1 Elections Requiring Secrecy. The following matters must be voted on by secret ballot, regardless of any provision to the contrary in our governing documents (Civ.Code §5600(a)):

- 14.1.1 Special assessments over 5% (except for an “emergency situation”¹)
- 14.1.2 Regular assessments over 20% (Civ.Code §5605)
- 14.1.3 Election and removal of directors
- 14.1.4 Amendments to the governing documents (CC&Rs, Articles of Incorporation and Bylaws)
- 14.1.5 Grant of exclusive use of common area property (see exceptions in Civ.Code §4600(b))

Note: Member surveys do not require a secret ballot.

14.2 No Identifiers on Ballots. To preserve confidentiality, voters may not be identified by name, address, or lot, parcel, or unit number on ballots. The ballot itself is not signed by the voter but is inserted into an envelope that is sealed. (Civ.Code §5115(c)(1)) If the owner inadvertently signs the ballot, it is still valid.

14.2.1 Failure to use (white) Secret Ballot Envelope. A ballot will not be disqualified merely because the owner failed to return their ballot inside the white Secret Ballot Envelope, so long as the owner has signed the Outer Envelope.

14.3 Signed Outer Envelope. The ballot envelope is inserted into a second outer envelope that is sealed. The upper left-hand corner of this envelope must contain the voter's name and unit address. The envelope must also be signed by the voter. (Civ.Code §5115(c)(1)) State law requires that owners "shall sign" their name to certify their vote. Accordingly, a typed name by itself is not sufficient. Signatures should be in ink so they cannot be erased. The signature must be an owner of the property (i.e., a Resident Lot Owner, not a non-Owner spouse). Failing to sign the outer envelope renders the ballot void.

14.3.1 Valid Owner Address. An illegible or invalid owner's address also invalidates the ballot. The second (outer) envelope is addressed to the Inspector of Elections.

14.3.2 Curing Defective Ballots – If the Elections Officer can determine that a ballot is defective prior to the time for counting ballots (e.g., the certification signature and/or unit address are missing) and there is sufficient time to identify the

¹ State law provides an exception that allows boards, without membership approval, to impose a special assessment of more than 5% if there is an "emergency situation" which includes any of the following circumstances (Civ.Code §5610):

1. An extraordinary expense required by a court order.
2. An extraordinary expense necessary to repair or maintain the common interest development or any part of it for which the association is responsible where a threat to personal safety on the property is discovered.
3. An extraordinary expense necessary to repair or maintain the common interest development or any part of it for which the association is responsible that could not have been reasonably foreseen by the board in preparing and distributing the annual budget report under Civ.Code §5300.

However, before it can impose or collect an "emergency situation" assessment under #3 above, the board is required to pass a corporate resolution containing written findings as to (a) the necessity for the extraordinary expense involved and (b) why the expense was not or could not have been reasonably foreseen in the budgeting process. The resolution must be distributed to the members with the notice of the "emergency situation" assessment that is required to be provided by Civ.Code §5615.

owner and correct the error, the Association may contact that owner to correct the error(s) and resubmit their ballot.

14.4 Rescinding or Revoking a Ballot. Once a member has cast their ballot – either by depositing it in the HOA office mailbox (300 Indian Way, Novato) prior to the meeting or delivering it to the Election Officer at the meeting when the votes are to be counted - that member cannot retrieve it to change their vote, nor can they revoke their ballot. (Civ.Code §5120(a))

14.4.1 Replacement Ballots. If a member has not yet voted and has lost or misplaced their ballot, the Association may provide them with a replacement ballot so they can cast their vote, provided they do so prior to the cutoff date and time for counting the ballots.

15. Ballot Arguments and Rebuttals. The following procedures apply to voting by secret ballot on measures other than the election of directors (e.g., amending the governing documents, approval of special assessments, etc.).

15.1 Voter Information Guide. Members will be provided with an information guide along with their ballot at least 30 days prior to the meeting when the votes are to be counted. This guide will include the following:

15.1.1 Measure – The measure question and a description of the purpose for and effect of the measure.

15.1.2 Argument in Favor – The governing board or proponents of the measure may submit a statement in support - limited to 300 words - at least 60 days prior to the deadline for ballots to be distributed.

15.1.3 Rebuttal to Argument in Favor – A member or group of members opposed to the measure may submit a statement in rebuttal to the argument in favor of the measure that is limited to 250 words. This document must be submitted to the Association at least 40 days prior to the deadline for distributing ballots.

15.1.4 Argument Against - A member or group of members opposed to the measure may submit a statement in an argument against the measure that is limited to 300 words. This document must be submitted to the Association at least 40 days prior to the deadline for distributing ballots.

15.1.5 Rebuttal to Argument Against – The governing board or proponents of the measure may submit a statement in rebuttal to the argument against - limited to 250 words - at least 20 days prior to the deadline for ballots to be distributed.

15.2 Submitting Arguments and Rebuttals. Arguments and Rebuttals can be submitted to the HOA e-mail address (contact@ignaciocreek.com), along with an Argument Signature Form containing the names, signatures and addresses of the members supporting the argument. The documents must be submitted using Microsoft Word (which contains a word-count tool). If a member requires assistance converting an electronic document to MS Word, the Association can provide technical support.

15.2.1 Multiple Arguments or Rebuttals – If multiple arguments or rebuttals are received prior to the submission deadline, the version with the most members signing the Argument Signature Form will be included in the guide. If both versions have the same number of supporters, the one that was submitted first will be used for the voter guide.

15.2.2 Posting on HOA website – The arguments and rebuttals that have been selected for the guide will be posted on the HOA website no later than three (3) business days after the submission deadline.

15.2.3 Maximum of 5 supporters to be listed in Guide – While there is no limit on the number of supporters for a ballot argument or rebuttal who may add their name

to the Argument Signature Form, a maximum of five (the first five whose names appear on the form) will be included in the Guide.

**IGNACIO CREEK HOMEOWNERS' ASSOCIATION
RECORD RETENTION POLICY
Adopted – March 24, 2022**

The follow periods have been adopted for retaining records of the Ignacio Creek Homeowners' Association.

1. **Permanent**
 - 1.1 Governing Documents (CC&Rs; Bylaws; Articles of Incorporation; Condominium Plan; Parcel Map)
 - 1.2 Minutes (board and membership meetings ([Civ. Code §5210\(a\)](#).) and committees with decision-making authority)
 - 1.3 Deeds to Property Owned by the Association
 - 1.4 Architectural Plans

2. **Seven Years.** The following records should be kept for seven years.
 - 2.1 Financial Records
 - budgets
 - general ledgers, journals, and charts of account
 - year-end financial statements
 - accounts payable
 - accounts receivable ledgers, trial balances and billing records
 - canceled checks and bank statements
 - expense analysis and expense distribution schedules
 - invoices from vendors
 - deposit slips
 - reconciliations
 - petty cash vouchers
 - purchase orders
 - 1.2 Expired Contracts and Warranties
 - 1.3 Personnel Records (least 3 years following the date of termination/separation)
 - 1.4 Insurance Records (accident reports, settled claims, expired policies, fidelity bonds, certificates of insurance)
 - 1.5 General Correspondence
 - 1.6 Closed Litigation Files
 - 1.6.1 Hold – ***Records should not be destroyed if the association has a litigation hold***
 - 1.7 Newsletters
 - 1.8 Tax returns
 - 1.9 Owner architectural submittals

2. **Five Years.**
 - 3.1 Maintenance Records

3. **One Year.**
 - 4.1 Election Records – must be retained for at least one year from the date the inspector of elections notifies the Board of the election results ([Civ. Code §5145\(a\)](#))

IGNACIO CREEK HOMEOWNERS' ASSOCIATION
HOUSEHOLD ANIMAL POLICY
Adopted June 23, 2022
Effective July 1, 2022

Background – Responsible pet ownership is important in a residential community with shared common space and interaction between residents and guests. The rights and responsibilities of pet owners is regulated by our CC&Rs, rules and policies, as well as state and federal laws, regulations, and court decisions. Accordingly, the purpose for this policy is to outline our requirements and guidance for pet owners in our community.

Rules & Regulations -

- **CC&Rs**
 - Dog size, noise, and general nuisance
“*Animals*. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that *dogs under twenty-five (25) pounds in weight only* or other household pets, such as cats, birds or fish, may be kept in the Units subject to rules and regulations adopted by the Board. The Board may order the immediate removal of any pet which causes excessive noise, in the Board’s sole discretion, or otherwise creates a nuisance. The Board may limit the number of pets in any Residence Lot.” (Art. V, §2)
- **Rules adopted by the Board** – In addition to the above restrictions on large dogs and those causing a nuisance, owners must also observe the following rules:
 - Leash Requirement - All dogs must be on a leash at all times when outside the resident unit while on Association property.
 - Waste - Dog owners are required to pick up and properly dispose of their pet’s waste in their own waste container. (Note: Animal waste should not be placed in Green Bins or waste containers belonging to other residents.)
- **State Laws**
 - Right to at least one pet - Residents in any California development have a legal right to own at least one pet (Civ. Code §4715).
- **Disability Rules** - Under federal and state fair housing laws, HOAs are required to make *reasonable accommodations* for residents who require a service, emotional support, or therapy animal (even if this may conflict with an HOA’s pet rules).
 - Service dogs - are individually trained to perform tasks for a person with a physical disability, such as guiding a person who is blind, alerting a person who is deaf, pulling wheelchairs, providing stability while a person is walking, or alerting and protecting a person who is having a seizure. Service dogs are generally thought of as working dogs, not pets.
 - Emotional Support Animals - provide emotional support to a person with a psychiatric disability, such as depression or posttraumatic stress disorder. As with service dogs, companion dogs are generally thought of as being assistive aids and not pets. No certification or special training is required for a pet that provides emotional support for its owner.
 - Therapy dogs - are owned by a therapist who uses the dog as a component of therapy for a person with a disability. In the community association context, a therapy dog would typically be brought into a residence from outside the association’s development by a homeowner’s therapist. Were a therapist to house a therapy dog at his/her residence or use the therapy dog for patients at his/her

residence, that action would be a commercial use which is prohibited under our CC&Rs.

- **Establishing the need for an Emotional Support Animal (ESA)** – Effective, January 1, 2022, the state adopted the following standards for therapists who issue letters in support of a resident’s request for an exception to the pet rules for an ESA:

122318. (a) A health care practitioner shall not provide documentation relating to an individual’s need for an emotional support dog unless the health care practitioner complies with all of the following criteria:

(1) Possesses a valid, active license and includes the effective date, license number, jurisdiction, and type of professional license in the documentation.

(2) Is licensed to provide professional services within the scope of the license in the jurisdiction in which the documentation is provided.

(3) Establishes a client-provider relationship with the individual for at least 30 days prior to providing the documentation requested regarding the individual’s need for an emotional support dog.

(4) Completes a clinical evaluation of the individual regarding the need for an emotional support dog.

- Required Documentation – In a case involving a dispute over an HOA’s ban on all dogs by a couple who claimed a disability requiring an ESA (a small dog), the court noted: “If a landlord is skeptical of a tenant’s alleged disability or the landlord’s ability to provide an accommodation, *it is incumbent upon the landlord to request documentation or open a dialogue*...This obligation to ‘open a dialogue’ with a party requesting a reasonable accommodation is part of an interactive process in which each party seeks and shares information.²”

Emotional support animals do not possess any objective evidence of certification (unlike service dogs). Therefore, it is necessary for the HOA to request some potentially sensitive mental health information from those who seek an exception to the HOA’s pet rules in order to fulfill our legal obligation to provide a reasonable accommodation.

Requirements for all Dog Owners:

The HOA will require all dog owners to complete the attached registration form to enable enforcement of our rules. The forms must be returned to the Association within 30 days of the distribution of this Policy upon its adoption by the Board.

Note: Owners with renters are required to collect this information from them and submit the form to the Board.

² *Auburn Woods HOA v. Fair Employment and Housing Commission* (2004) 21 Cal.App.4th 1578 (citations and internal quotations omitted).

**IGNACIO CREEK HOMEOWNERS' ASSOCIATION
DOG REGISTRATION FORM**

All owners with pet dogs on the property, including the common areas, must complete and return this form to the HOA within 30 days of the distribution of this Policy to the members.

New owners must complete and return the form to the HOA within 30 days of acquiring ownership of their property. Owners are responsible for collecting this information from their tenants.

Registration Information

- Owner Name: _____
- Residence Address _____
- Dog
 - Name: _____
 - Color _____
 - Breed: _____
 - Weight*: _____
 - Photo: *Please submit a photo of the animal*

I have read and understand the HOA's Household Animal Policy and agree to observe those rules, including: 1) dogs must be on a leash at all times in the HOA common area; 2) the owner is responsible for picking up any pet waste and disposing it in the owner's waste disposal container; and 3) excessive barking or aggressive behavior toward people and other animals may result in the Board ordering the permanent removal of the dog from the property.

Signature

Date

Return form to: **HOA Office (300 Indian Way, Novato, CA 94949) or
Email to: Contact@ignaciocreek.com**

*** If the weight of the dog is 25 lbs. or more, please provide the following information:**

- **Is this a Service Dog (a dog with special training to perform tasks for a person with a disability)?** ____ If yes, please provide training certificate.
OR
- **Is this an Emotional Support Dog?** ____ If yes, please provide the following documents:
 - Original signed letter from a California licensed health care provider
 - Provider's license type and number – must be included
 - Clinical Evaluation – The letter must explain the *nature of the clinical evaluation* that was performed, and the *specific disability* addressed by this request for an emotional support dog.
 - Client-provider relationship - This documentation would include invoicing for visits or proof of payment at least 30 days prior to the date of the provider's letter supporting the request.

IGNACIO CREEK HOMEOWNERS ASSOCIATION
ANNUAL POLICY STATEMENT
Adopted May 4, 2023

The following information is provided to all members annually (Civ.Code, §5310)

1. Official Communication

(Civ.Code, §5310(a)(1)) - may be sent by:

- Mail/Hand Delivery: Ignacio Creek HOA, 300 Indian Way, Novato, CA 94949
 - This is the mailing address for overnight payment of assessments. (Civ.Code, §5310(a)(11))
 - A written receipt acknowledging delivery of the document will be provided upon request.
- Email: contact@ignaciocreek.com
- Written Requests - In order to be effective, the following requests must be submitted in writing (including by email) to the association as set forth above:
 - A request to change the Member's information in the association membership list.
 - A request to add or remove a second address for delivery of individual notices to the Member.
 - A request for individual delivery of general notices to the Member, that would otherwise be posted in the common area, on the website, or made by some form of general notice, or a request to cancel a prior request for individual delivery of general notices. (Civ.Code, §5310(a)(4))
 - A request to opt out of the membership list or a request to cancel a prior request to opt out of the membership list.
 - A request to receive a full copy of a specified annual budget report or annual policy statement (or any annual disclosures)
 - A request to receive all reports that in full that are otherwise provided to members in summary form, or a request to cancel a prior request to receive all reports in full.
- Agent for Service of Process – All notices of legal action must be delivered to or served upon the Agent for Service of Process for the Association who is registered with the State of California. To locate the current registered HOA Agent:
 - Secretary of State website - <https://bizfileonline.sos.ca.gov/search/business>
 - Search for File Number: **0710963**
 - Select **“IGNACIO CREEK HOMEOWNERS’ ASSOCIATION”**

2. Association Notices to Owners

- General Notices (Civ.Code, §5310(a)(3)) - Any general notice that is required to be provided to members such as board meeting notices and agendas, notices relating to ongoing construction, notices regarding rules changes, borrowing from reserves, or any other general notice to members may be delivered as follows:
 - **Individual Notice – See below.**
 - **Posting on the front door of the HOA clubhouse (300 Indian Way, Novato)**
 - **Posting on the HOA’s website (www.ignaciocreek.com)**
- Individual Notice - Any notice permitted or required to be provided to an individual member may be delivered as follows and are subject to these rules:
 - Mail - First-class mail, postage prepaid, registered, or certified mail, express mail, or by hand delivery to the recipient’s address of record. The document shall be addressed to the recipient at the address last shown on the books of the

association. Delivery is deemed to be complete on deposit into the United States mail or the date of hand delivery of the document.

- Email – This form is permitted if the member has consented, in writing.
- Member Contact Information and Preference for Individual Notice Delivery (Civ.Code, §4041) – Members must provide written notice of the following annually:
 - Member’s preferred delivery method for receiving individual notices (email, mail, or both). (Civ.Code, §5310(a)(2))
 - An alternative secondary delivery method (email, mail, or both).
 - Member’s legal representative or person with power of attorney if the member has an extended absence (mailing address and email)
 - Status of the residence – Owner-occupied (includes family members), rental, or vacant
 - Special rules for Annual Roster Updates
 - Failure to provide annual contact information update - If a member fails to provide an annual update of their contact information, the Association will use the last mailing address or email consent provided by the member.
 - Changes – Members may report changes by written notice to the Association as provided in §1 above.
 - Members are not required to provide an email address (though the Association appreciates those who accept email delivery)
- Individual Notices – The following are examples of documents subject to the Individual Notice requirements:
 - Notice of Disciplinary Action
 - Annual Budget Report
 - Annual Policy Statement
 - Annual Financial ReviewNote: The Board may provide a summary of these reports to our members. However, members may request a full report by giving written notice to the Association as provided in §1 above.

FOR ALL NOTICES: Any electronic record satisfies the "in writing" notice requirements, so long as it comes in a form that can be retained, electronically or printed.

Charges for HOA Notices – Associations are permitted to charge reasonable fees to cover the expenses. With the increased cost for copying and mailing such notices, the Association has adopted the following fee schedule for owners who request paper notices:

- Annual Financial Review - \$20
- Minutes - \$5 (see §3 below)
- Annual Meeting Packet (includes Reserve Report, Annual Budget Report and Annual Policy Statement - \$30

Email notices are always FREE, and all these notices will be posted on the HOA website.

3. Notice of Right to Minutes

(Civ.Code, §5310(a)(5)) - Draft Minutes of regular Board meetings are available on the HOA website (www.ignaciocreek.org) within 30 days of the meeting. Members can also request a free copy sent via email.

To obtain a printed copy of these minutes, members may submit a written request, along with a check made payable to Ignacio Creek HOA for \$5.00 for each month printed copies of the minutes are requested. Alternatively, members can make this payment via our automatic dues payment program by submitting a written request.

4. Assessment Collection Policy

(Civ.Code, §5310(a)(6)-(7)) - The Board of Directors has adopted the following Collection Policy, effective January 1, 2014, in conformity with the Declaration of Covenants, Conditions and Restrictions for Ignacio Creek (“CC&R’s”) and California Civil Code §§5650-5740:

The attention of all owners is directed to the following notice required by Civil Code Section 5730:

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner’s property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney’s fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner’s property. The owner’s property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney’s fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a

member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the

Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

[end of statutory notice]

Additional Information

A. The foregoing statutorily-required Notice refers in certain instances to the “governing documents” Civil Code Section 4150 defines “governing documents” as “the declaration and any other documents, such as bylaws, operating rules, articles of incorporation, or articles of association, which govern the operation of the common interest development or association.” With regard to such references, please be advised as follows:

1. The governing documents do not provide for a longer time before which an assessment becomes delinquent. 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 5:00 p.m. on the 16th of the month. 300 Indian Way, Novato, California 94949 is the address to which overnight payments may be sent.

2. The governing documents do provide that the association may use nonjudicial foreclosure to collect costs to repair common area damaged by a member or a member’s guests, to the extent that such damage constitutes a violation of the CC&Rs.

B. An owner who submits a **check 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 delinquent, a late charge will also be imposed.

C. Delinquent assessments will be subject to a **late charge** equal to 10% of the amount of the 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. Additionally, **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.

D. Typically, approximately thirty (30) days after the due date, an owner 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. The sending or actual receipt of such letter shall not be a condition to the association's taking any action available to it.

E. An owner may pay disputed assessments and other charges **under protest**, and file a small claims action to recover the amounts paid. (Civil Code §5658)

F. The Notice which must be provided an owner at least thirty (30) days prior to the recordation of a document creating a lien on the owner's property (the “pre-lien notice”) shall be in substantially the form attached as “Exhibit A.”

G. An owner has the right to submit a written request for a meeting with the association's Board of Directors to discuss a payment plan, as provided in Civil Code §5665. The board shall meet with the owner, in executive session, within 45 days of the postmark of the pre-lien notice, if the request is mailed within 15 days of that date of postmark, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more directors to meet with the owner. The association has no obligation to agree to a payment plan and, even if it does agree, a payment plan does not impede the association’s ability to record a lien to secure payment of delinquent assessments.

H. The Association has not adopted standards for payment plans.

5. **Discipline Policy**
(Civ.Code, §5310(a)(8))

SCHEDULE OF FINES & PENALTIES
(Art. IV, Section 5)

<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

Additional daily 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).

Enforcement Rules and Procedures

NOTICE & HEARING REQUIREMENTS

Civil Code Section 5855 sets forth procedural requirements that must be satisfied when an association’s board of directors imposes discipline (i.e., imposes a fine or suspends privileges) on a member for a violation of the association’s governing documents, or imposes a reimbursement assessment against a member for repairing damage caused to the common area as a result of the member, the member’s guest or tenant. Those procedural requirements are outlined below will be followed when the board imposes disciplinary action in response to a violation.

Notice of Violation & Hearing

At least ten (10) days prior to the meeting (the “hearing”) at which the board will decide to impose discipline, the board must notify the member in writing, by either personal delivery or individual delivery, pursuant to Civil Code Section 4040. (*Civ. Code § 5855(a)*) If the disciplinary measure will involve suspension of the member’s membership privileges, the notice must be provided at least fifteen (15) days in advance of the hearing. (*Corp. Code § 7341(c)*.)

Contents of Notice – At a minimum, the notification must include:

- The date, time and place of the hearing;
- The nature of the alleged violation for which the member may be disciplined or the nature of the damage to the common area for which a reimbursement assessment may be imposed; *and*
- A statement that the member has a right to attend and may address the board at the hearing. (*Civ. Code § 5855(b)*.)

Hearing Where Board Decides to Impose Discipline

The board may conduct the hearing in executive session if it so desires. (*Civ. Code § 4935(a)*.)

However, if the member requests for the hearing to be conducted in executive session, the board must honor the member's request, and also allow for the member to attend the executive session hearing. (*Civ. Code §§ 4935(b); 5855(b).*) It is common practice for disciplinary hearings to be conducted in executive session even in the absence of a member's request for the same.

Decision Must be Based Upon Findings – The decision to impose discipline should be based upon findings made by the board regarding the alleged violation for which discipline is being imposed. (*Ironwood Owners Assn. IX v. Solomon (1986) 178 Cal. App. 3d 766.*) Those findings are necessary to demonstrate that the board's decision was made in good faith, was reasonable and not arbitrary or capricious. (*Id.*)

Notice of Decision

If the board imposes discipline or a reimbursement assessment, the board is required to, within fifteen (15) days following the action, provide the member with written notification of the board's decision by either personal delivery or individual delivery pursuant to Civil Code Section 4040. (*Civ. Code § 5855(c)*)

6. Dispute Resolution Procedures

(Civ.Code, §5310(a)(9)) –

PLEASE TAKE NOTICE: California Civil Code Sections 5925, and following, address your right to sue the Association or another member of the Association, and the Associations' right to sue you, regarding the enforcement of the governing documents or certain laws concerning common interest subdivisions and mutual benefit nonprofit corporations. The following is a summary of those provisions.

In general, the statutes encourage parties to disputes involving enforcement of an Association's governing documents, or enforcement of the law concerning common interest subdivisions or nonprofit mutual benefit corporations, to submit the dispute to a form of alternative dispute resolution (ADR). ADR is defined (Civil Code Section 5925(a)) as: (a) "...mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties."

The intent of the statute is to promote the speedy and cost-effective resolution of such disputes, to better preserve community cohesiveness and to channel disputes away from our state's court system.

There are exceptions to the requirement that parties utilize ADR prior to, or instead of, litigation. These include:

- (a) Any enforcement action that is not solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits of the small claims court.
- (b) A small claims action.
- (c) Except as otherwise provided, an assessment dispute.

Any party to a dispute covered by the ADR requirement may initiate the process by

serving on all other parties a Request for Resolution. The Request for Resolution must include a brief description of the dispute; a request for alternative dispute resolution; a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected and, if the party on whom the notice is served is a member, a copy of Civil Code Sections 5925-5965.

If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the ADR process within 90 days after acceptance, unless all parties agree to extend that time.

Costs associated with ADR shall be borne by all parties.

If a party does not agree to participate in ADR, or if the ADR process is unsuccessful, then a party may initiate litigation. However, in an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

7. Architectural Approval

(Civ.Code, §5310(a)(10)) – Per Association CC&Rs, Art. VI – Architectural Control:

“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 specification 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 surrounding structures and topography by the Board of Directors of the Association, or by an architectural 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. The foregoing does not apply to Declarant, or Declarant's assignee, in its development of the Properties or other parcels to be Annexed.”