

Alpine Forest Park Property Owners' Association

Policies, Rules & Regulations

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ARCHITECTURAL REVIEW POLICY

Ratified June 20, 2019

All construction must be reviewed and approved by representative(s) of the Board of Directors of Alpine Forest Park Property Owners' Association (AFPPOA) before any construction commences. Review of all construction to insure compliance with Alpine Forest Park C.C. & R.'s and governing documents is pursuant to section 14, provision 5, of the By-Laws, Rules and Regulations of AFPPOA, Inc. This review is required whether or not a permit is required by Kern County.

Prior to commencement of any permitted improvement or construction in AFPPOA the original County Construction Permit Job card shall be brought into the AFPPOA office during normal business hours. A copy of the Job Card will be made by office personnel and kept on file. The original will be immediately returned.

AFPPOA review is for the purpose of insuring architectural continuity and harmony as established by the Covenants, Conditions and Restrictions. The local building department plan check is made for the purpose of determining compliance with local building codes, which involves the health and safety of homeowners, and does not include review for compliance with the C.C.&R.'s.

Read the Covenants, Conditions and Restrictions and all documents contained within this packet. These will have been given to you during your purchase of your property. In purchasing land in Alpine Forest Park you have agreed to abide by these C.C. & R.'s. Please have your architect, engineer, general and subcontractors do so as well.

Please ensure that all supporting documentation is submitted. Any failure or delay in submitting all pertinent documentation could cause a delay in approval. Documentation must demonstrate compliance with the Covenants, Conditions, and Restrictions for the tract:

1. Construction shall comply with all requirements of applicable building codes. Plans submitted for review shall have the appropriate county approval stamp to demonstrate this.
 - a. Lighting: Shall comply with Kern County Chapter 19.81 – Outdoor Lighting "DARK SKIES ORDINANCE"
2. Any dwelling shall have a floor area of at least 800 square feet, exclusive of porches and garages.
3. Individual waste water systems will be designed in accordance with requirements of and subject to the approval of the Kern County Environmental health Department. A copy of the approved plan and permit shall be submitted with the building plan.
4. Machinery, machine parts, containers, trash, or any similar items which may detract in appearance from the esthetic values of the property shall be placed or stored in appropriate containers so as to be concealed from public view. On-site trash control shall be provided and maintained.
5. Foundations: All structures must be placed on permanent foundations which comply with California Building Code earthquake resistant design requirements. The permanent foundation perimeter stem wall shall be architecturally compatible with the exterior wall of the building.

6. Manufactured housing shall be designed to be architecturally compatible with the surrounding properties and the installation shall comply with State of California law.
7. Environmental conditions: Minimum roof pitch of six (6) inches per running foot for houses and garages is required (6/12). Roofs and windows must meet all current county codes in regards to snow and wind loads. Alpine Forest Park is located in a mountain High Fire Danger area. All construction shall comply with Kern County Fire and Building Inspection Department requirements for fire-resistive construction and water tank installations.
8. To protect the "Forest" in Alpine Forest, owners must develop a plot plan to preclude the removal of trees and invasion into the tree drip line to prevent damage or destruction of trees, especially oaks. Owners shall:
 - a. Submit plot plans to the ECC for approval
 - b. Erect temporary construction fences or other barriers protecting the drip line and ensure no vehicles or equipment cross over the protected areas and no dirt will be added to or subtracted from the area. In addition, no trenches will be made through the area.
 - c. Any necessary tree trimming or mistletoe removal shall be done under the advisement of a State licensed arborist.
9. Drainage Easements: Driveways or roadways crossing drainage easements shall be over culverts sized to comply with the AFPPOA Driveway Encroachment Policy.

If the property owner has a factory-built or pre-cut home, he/she should insist that the plans provided by the manufacturer contain all the necessary information, including engineered elevation plans.

In considering whether to approve a property owner's set of building plans to be constructed of various types of construction materials and colors, the committee shall consider and approve the requested set of plans if the committee finds the building plans appropriate and harmonious within the local setting or neighborhood and in keeping with the general plan of improvement according to Section 2D and Section 2E of the Covenants, Conditions and Restrictions.

The property owner submits an application form with the required exhibits to:

Alpine Forest Park Property Owners' Association
Attention: Environmental Control Committee
18900 Alps Drive
Tehachapi, CA 93561

When a complete submittal is made, the documents will be reviewed in order to determine if:

- A. The plans and specifications of the proposed structure and/or improvements conform to the Covenants, Conditions and Restrictions governing Alpine Forest Park.
- B. The proposed structure and improvements are aesthetically compatible with the physical site, the adjoining properties and the environment of the development.
- C. Tree removal is being kept to a minimum.

The maximum review period is 21 days, but time depends upon the complete and accurate submission of all necessary exhibits. Any application which has been neither approved nor denied within 30 days from the date of complete submittal to the board Committee shall be deemed approved.

If the application is approved, one stamped set of documents will be returned to the applicant with a letter of approval. One set of plans will be retained by the board.

No construction, excavation or tree removal may be commenced until final approval from the Environmental Control Committee is obtained.

If disapproved, the Committee shall indicate the reasons for such action and the applicant may re-submit an application.

Submittal Checklist:

1. Filing Fee - NONE

2. Plot Plan (2 sets)

A. Buildable area (define property lines).

B. Contour lines, if site slopes over 1 foot in 10 feet. (If not, indicate this fact on the plans).

C. Location of all existing and/or proposed improvements and dimensions from property lines. (See County Building codes for setback requirements).

D. Location of all trees over 10 inches in diameter at area of building site/driveway to remain or to be removed.

E. Location of existing water service or wellhead.

F. Scale of drawing (minimum 1 inch = 50 feet).

G. North Arrow.

H. Street names and lot numbers.

I. Indicate location of septic tank and lines; leach lines and propane tank and lines.

3. Floor Plans (2 sets)

Drawn at a minimum of ¼ inch scale, indication of all habitable rooms and dimensions with calculations of square footage for each floor.

4. Elevation Drawings (2 sets)

A. All structures (including garage/carports).

B. Elevation clearly indicates all details including decking, railings, structural supports, etc.

C. Finished grade shown in relationship to elevation.

D. Clearly indicate all materials.

E. Minimum scale ¼ inch = 1 foot.

5. Building Sections (2 sets)

Clearly indicate structure, foundation and grades. Specify the perimeter foundation type.

6. Exterior Materials

A. All colors and stains should be indicated on elevation drawings.

B. Type and color of roof materials shall be submitted.

C. All exterior exposed metal, flashing and vents should harmonize with the structure.

7. Parking

There must be room for at least two off-street parking spaces. AFPPOA does not allow vehicle parking on the road easements.

8. Site Work and Landscaping

A copy of the approved grading plan and permit for grading in excess of 50 cubic yards. Description of provisions for replacing trees and vegetation and for stabilizing slopes and restoring cut and fills to blend with natural terrain.

9. General Guidelines for Fenced Livestock Enclosures

All enclosures or paddocks for the containment of horses and small animals shall be ECC approved prior to construction. No horses are permitted on lots of less than one acre. Animal enclosures shall comply with Kern County Planning and Environmental Health requirements.

10. Special Enclosures

Enclosures required for educational projects such as 4-H, FAA, Junior Farmers of America, etc., may be submitted for approval by the ECC, but will have to be removed when the project terminates.

Environmental Control Committee Improvement Plan Application

Date of Submission: _____

Date of Approval/ Disapproval: _____ (Circle one)

Name of Property Owner: _____ Telephone: _____

Mailing Address: _____

Address of proposed improvement / new building: _____

Improvement requested: (Please explain): _____

Proposed Start Date: _____ Proposed Date of Final: _____

Contractor must complete the following information:

Contractors Name: _____ Title: _____

Company Name: _____ Contractors License#: _____

Telephone: _____ Fax: _____

Email: _____

Business Address: _____

All exhibits described on the checklist must be shown. This submittal will not be considered complete and will not be reviewed until each item is submitted and is complete and in the case of county permits, final.

Plans prepared by the owner or their agents who do not have any certification or license in the State of California and that do not clearly illustrate all information requested may be returned.

I hereby certify that I have read and understand those sections pertaining to improvements and functions of the Environmental Control Committee contained in the Alpine Forest Park Property Owners' Association Articles of Incorporation, By-Laws, Covenants, Conditions and Restrictions.

Signature of Property Owner

Telephone/Fax

Date

Signature of Contractor

Telephone/Fax

Date

Encroachment Procedures

Permit No: _____ Date: _____

Work Permit Agreement

Alpine Forest Park Property Owners' Association, hereinafter referred to as "Association", hereby grants permission to _____, owner of record of Lot# Tract _____, hereinafter referred to as "Permittee", subject to all terms, conditions and restrictions hereinafter set forth, to:

Terms, Conditions and Restrictions

Prior to commencing work authorized herein, Permittee shall give three **(3)** days' notice to the Association.

Permittee shall comply with all applicable Federal, State and local laws in connection with its construction, operation and maintenance of the facilities to be constructed pursuant to this permit.

Adequate plans shall be made for the protection of the traveling public; barricades with warning lights shall be placed at night during the construction period and flagmen shall be employed during daylight hours; all such reasonable safety precautions shall be taken as required by the work in progress.

All work shall be completed to the satisfaction of the Association.

After completion of any work authorized by this permit, Permittee shall, when requested by the Association, furnish the Association with "as built" plans evidencing the nature and extent of the constructed facilities with relation to the right-of-way.

Permittee shall construct, maintain and repair any encroachment authorized herein and shall exercise reasonable care in inspecting for and immediately repairing any injury to the Association's property which occurs as a result of the existence of such encroachment or as a result of the existence of such encroachment or as a result of any work done hereunder.

There shall be a minimum of two (2) feet of cover over all pipes and conduits.

All backfilling is to be completed in conformance with good engineering practices. Permittee shall furnish to the Association a copy of a compaction test performed from a soils compaction- engineering firm. This firm shall employ soils, civil or geological registered engineers. Fill shall be of "like" material of the existing road and used with tacking materials where applicable, be installed to a one (1) inch height above the road to allow for further compaction.

Permittee shall maintain the surface of any and all facilities constructed pursuant to this permit as long as same shall exist.

Whenever necessary, Permittee shall have written permission from abutting property owners prior to the commencement of any work hereunder.

Permittee shall indemnify the Association and its officers, employees and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage to any acts or failure to act in connection with the construction, operation, maintenance or repair arising from or in connection with any work permitted herein.

Failure to perform the work in accordance with the terms, conditions and restrictions herein set forth including grading, trash and sanitation requirements or any other addendums hereto shall be deemed justification for immediate revocation of this permit without notice.

If the work area is not returned to original condition and the construction completed within a reasonable time to the satisfaction of the Association, the Association may have it completed at the undersigned's expense. In the event that the undersigned, upon billing by the Association, does not put forth the monies expended by the Association to complete the work under this paragraph, the undersigned then further agrees to pay in addition to the corrective work, all other costs and expenses, including fines, costs and attorney's fees incurred by the Association in correcting the undersigned's work in restoring the association property to its original condition.

IN WITNESS THEREOF, Association and Permittee have caused this permit to be executed on the date hereinabove set forth.

Alpine Forest Park Property Owners' Association

BY: _____ **Date:** _____

Print Name: _____

BY: _____ **Date:** _____

Print Name: _____

Alpine Forest Park P.O.A. Property Owner

BY: _____ **Date:** _____

Print Name: _____

BY: _____ **Date:** _____

Print Name: _____

GRADING REQUIREMENTS

After the purchase of the property has cleared escrow and prior to proceeding with building, property owners and contractors need to be aware that the Association requires the property to be staked out and showing the location of the proposed building and lot lines **BEFORE** any grading or construction begins. Please contact the Alpine Forest Park Forest Park P.O.A. office upon completion of the staking process, for approval of the Environmental Control Committee.

A grading permit from the Kern County Building and Planning Department is required for an excavation which creates a slope deeper than five (5) feet and steeper than 1 ½ (one and one-half inch) horizontal to one (1) vertical, for a fill that is more than one (1) foot high with a structure on it or three (3) feet high without a structure, or for a fill that contains more than fifty (50) cubic yards on any one lot. **Grading for the purpose of removal of vegetation is strictly prohibited.**

REMOVAL OF ANY TREES MUST BE APPROVED BY THE ALPINE FOREST PARK FOREST PARK P.O.A. AND THREE (3) DAYS NOTICE GIVEN PRIOR TO REMOVAL.

ROAD DAMAGE

In the property owners' process of building a home or any other structure in Alpine Forest Park, roads must not be damaged by heavy equipment of any type (graders, oversized loads, etc.) so as to cause the Association to use funds and/or manpower for repairs because of specific damage caused by these vehicles. The Owner, Contractor and/ or Vehicle Operator are liable for such damage to Alpine Forest Park Roads. Alpine Forest Park will vigorously pursue recovery costs associated with such damage.

Dumpsters located in Alpine Forest Park Forest Park are not for contractors use, but for residential, household trash only.

Please confirm your understanding of these requirements by signing below:

I _____, as the Contractor for Tract _____, Lot _____, have read the above statements completely and agree to comply with these requirements.

Signature of Contractor: _____ **License No.** _____

Vehicle Operator (if applicable): _____ **License No.** _____

Date: _____ **Telephone/Fax:** _____

Signature of Property Owner (if applicable): _____

Date: _____

Address of Construction: _____

Trash and Sanitation Requirements

All contractors/property owners are required to provide a portable toilet and trash Dumpster on site from the first day of construction. **A cash deposit of \$500.00**, paid to the Alpine Forest Park Property Owners' Association is required prior to approval of the building packet. This is to cover the cost of Dumpster and toilet rental and dump fees.

This dollar amount does not limit the responsibility of the property owner. The property owner is responsible to ensure that the dumpster and toilet are used in their intended fashion and are maintained when full.

At the time of notification of intent to build, 3 days prior (see page 6) to construction, an account number with a minimum 3-month contract with any local sanitation company may be provided to the Association for verification and the above fee may be waived. In the event that the owner of the property shall contemplate a longer construction period then the three months to complete the construction project then the owner shall furnish the Association with a longer contract for trash and sanitation from a local sanitation company and the fee would be returned at the end of the extended period of construction.

Please read the following statement and confirm your acceptance of these requirements with your signature.

I, _____, Contractor/ Property owner for Lot _____ Tract _____ do recognize that upon approval of my plans, I am required to provide a trash dumpster and portable toilet on the construction site. I understand that these items must be serviced as needed. I further recognize that failure to comply with these requirements may result in legal action by the Alpine Forest Park Forest Park Property Owners' Association.

Signature of Property Owner

Telephone/Fax

Date

Signature of Contractor

Telephone/Fax

Date

Special addendum for installation of non-site built homes.

All non-site built homes (manufactured or modular homes or other dwellings not fully constructed on-site) must conform to all of the same requirements of the Alpine Forest Park Building Rules and regulations that apply to site built homes.

Manufactured homes, as addressed by this requirement, are manufactured in accordance with 24 CFR Chapter XX, Part 3280, *Manufactured Home Construction and Safety Standards* (MHCSS), and must be sighted on a permanent foundation in accordance with *Handbook* 4145.1, Rev-2, Change 1, Feb. 14, 1992, Architectural Processing and Inspections for Home Mortgage Insurance, paragraphs 3-4.

All manufactured homes must be placed on a permanent foundation with an exterior foundation wall constructed of concrete block, concrete stem wall or wood attached to a concrete perimeter footing.

Exterior Foundation Wall is defined: Foundation walls placed directly below the exterior perimeter walls of the unit. These walls may, or may not, be structurally used as bearing walls under gravity loads, and/ or used as shear walls under horizontal loads. If these walls are not used structurally they are called non-bearing walls or skirt walls.

All foundations must be at least equivalent to a TYPE E foundation system.

A TYPE E foundation is defined: Foundation system supported at chassis and exterior wall but anchored for uplift and overturning at exterior wall only.

This includes but is not limited to:

1. A permanent foundation is required for all non-site built homes. (Refer to page 1, section 4 of the building packet).
2. Any non-site built home must be no older than seven (7) years old as per the C.C. & R.'s. which govern Alpine Forest Park Forest Park. This information can be found on page 12, paragraph "K" in the C.C. & R. booklet.
3. Approval of all colors for siding, trim and roofing is required (Bldg packet, page 2, section 7).
4. Approval of the appearance and color of other structures (e.g. fencing, out buildings, etc.) is also required.

Special addendum for installation of non-site built homes (cont.)

It is the responsibility of the property owner to make sure that proper approval is obtained as required. All documentation must be submitted at the same time. Any building packet, which does not include all required exhibits, will be returned and will not be accepted until complete. Failure to do so may result in delays or additional costs in bringing non-conforming structures into required compliance.

I, _____, Contractor/ Property owner for Lot _____ Tract _____ do recognize that I need approval of my plans and that I am required to install a permanent foundation as explained above and must abide by all other requirements for a home of this type. I further recognize that failure to comply with these requirements may result in legal action by the Alpine Forest Park Forest Park Property Owners' Association.

Signature of Property Owner

Telephone/Fax

Date

Signature of Contractor

Telephone/Fax

Date

ANIMAL NUISANCE COMPLAINT

Ratified June 20, 2019

The Alpine Forest Park POA office and Board meetings receive numerous animal noise and related complaints. In order to better assist you solve your problem, the Association would like to work in partnership with you. The Association will start the enforcement of rules with help from you.

INSTRUCTIONS

To help the Association solve the problem:

1. Complete this form in its entirety – **Anonymous complaints will not be processed**
2. On the back of this form is an “ANIMAL NUISANCE LOG”. Use this log to document the dates and times of the nuisance.
3. Under the “Witnesses Statement” section, note what you are observing and hearing. Describe the nuisance taking place.
4. Take digital video recording with sound (smart phones are great for this) from your property of the nuisance taking place. **Do not provoke the nuisance to take place.**
5. After you have logged and recorded the nuisance taking place for a period of five days, deliver this report and your digital video/audio evidence the Alpine Forest Park POA office during normal business hours.
6. The Board of Directors will have your alleged nuisance and once confirmed will begin the enforcement procedures by:
 - a. Issuing a written warning
 - b. Calling the offending member to a hearing at which point fines may be imposed.

Your full name:	
Your address:	
Your contact phone #:	
Your email address:	
Address of nuisance property:	
Description of animal(s) causing nuisance: (continuation sheet may be attached)	
Description of ongoing nuisance:	

ASSESSMENT COLLECTION POLICY

Amended (5) January 19, 2017
Ratified April 6, 2017

Purpose and Scope

Timely payment of regular and special assessment is of critical importance to the financial health of the Alpine Forest Park Property Owners' Association (the "Association"). A member's failure to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the community's financial obligations. It is the Board of Directors' duty to establish this Policy and to collect and enforce assessments under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code. Therefore, pursuant to the CC&Rs and California Civil Code Section §5310(a) (7), the following are the Association's assessment practices and policies:

1. Assessment Due Date:

All regular assessments shall be due and payable on the date specified in the notice of assessment. Special assessments shall be due and payable on the due date specified in the notice of assessment. Regular and special assessments shall be delinquent if not paid within 15 days after they became due. Notices of assessments shall be mailed at least 30 days before payment is due.

2. Late Fees:

If any installment of a regular assessment, or payment of a special assessment, is not made within 15 days after it has become due, a late payment in the amount of \$20.00 shall be imposed and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums. Late fees may be modified by the Board of Directors (the "Board") as permitted by law from time to time.

3. Interest Charges:

If an assessment payment is delinquent for more than 30 days, interest may be imposed on all sums due, including the delinquent assessment, collection charges, and late charges, at an annual percentage rate of 12%. Interest charges may be modified by the Board as permitted by law from time to time.

4. Statement Charges:

If any installment of a regular assessment, or payment of a special assessment, is not made within 30 days after it has become due, a statements of account shall be sent and a \$10.00 charge applied to the account. Statement fees may be modified by the Board of Directors (the "Board") as permitted by law from time to time.

5. Lien Policy:

Prior to filing a lien for delinquent assessment, the Association or its agent shall send a Notice of Pre-Lien letter to the address of record on the books of the Association, via certified mail, to the owner when the account is more than 30 days past due. If the delinquent account is not paid-current within thirty (30) days, the Association or its agent may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property. Before filing the lien, owners will be given a chance to submit a written request to "meet and confer" with the Board or request dispute resolution. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request dispute resolution within thirty (30) days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize its lawyer or agent to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the tract and lot number of the owner's property.

6. Enforcement of Lien:

If the delinquent account is not paid current after the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to non-judicial foreclosure (Civil Code Section 5700(a), 5710(a), 5735, 5710(c)(1)-(2) or lawsuit for money damages. The association may begin foreclosure when the

principle assessment amount exceeds \$1,800 or an assessment is delinquent for more than 12 months. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the board. At said meeting the Board will submit a Declaration of Delinquency document to be recorded in the books of the Association. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the tract and lot number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in Internal Dispute Resolution (IDR) or Alternative Dispute Resolution (ADR).

7. Foreclosure Costs:

If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law and by the CC&Rs, to recover not only the amount in default, plus late charges and interest, but also reasonable costs of collection, including trustee fees, title company charges, and attorney's fees.

8. Reasonable Costs of Collection:

The Association is entitled to collect all of the following as reasonable costs of collection: interest, late fees, collection expenses, administration fees, attorney's fees, reimbursement assessments or any other amounts due to the Association. If a member chooses to pay their assessments with a credit card, the association will charge a \$10.00 fee for the convenience of this payment method and to defray the associated costs incurred by the Association.

9. Application of Payments:

Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principle is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments, or any other amount due to the Association which results in continued delinquencies.

10. Release of Lien:

As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, if any, and other costs including but not limited to, administrative fees, recording fees and notarization fees, the Association or the attorney will prepare a Release of Lien which shall be recorded in the Kern County Recorder's Office. Costs and fees shall not be charged when due to a clerical error a lien is incorrectly filed, or in the case of bank foreclosure. (If payment is made by personal check, the request for the line release is subject to a waiting period of 10-12 days for the check to clear. No waiting period applies to payments made in cash, cashier's check or money order.)

11. No Waiver:

Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.

12. Dispute Resolution

A member may at any time after receiving a Notice of Lien request a meeting in Executive Session with the Board of Directors to resolve the delinquency or request a payment plan. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to Civil Code, §5900 within 15 days of the postmark of the Notice of Pre-Lien letter. Alternatively a member may request Alternative Dispute Resolution (ADR). The Board shall meet with the member themselves or use an appointed Board member(s) using timeline specified in the Civil Code. A member has the right to inspect the books of the Association pursuant to Corporations Code, Section 8333, to determine if an error occurred in calculations or if an improper application of a payment occurred. The member shall only be allowed to view the section of the books pertaining to their property and shall be prohibited from viewing the personal and financial information of other members. Should it be determined that an error occurred, it shall be immediately rectified and all amounts, interest, fees and fines recalculated if necessary. If a lien was improperly recorded, a lien release shall be recorded no later than 21 days after being determined so at the Associations expense.

13. Payment Plan or Alternate Agreements

The Board shall be aware that some members may from time to time experience a hardship, and shall therefore give consideration to a member's problems. A member may request, or the Board may suggest, a payment plan which shall be a contract in writing and signed by both parties or by their appointed

representatives. The Board is under no obligation to provide a payment plan, but shall remain sensitive to member's problems and make their decision on a case by case basis.

A member will be charged a \$15.00 set up and monitoring fee for payment plans that do not exceed six (6) months. For payment plans that exceed six (6) months the setup fee is \$50.00 and \$5.00 a month for monitoring. If a Payment Plan is in default, the member will be sent a Payment Plan Breach Letter and the account will be charged \$10.00 for every letter sent.

If the member breaches the terms of the contract for payment, the Board will immediately resume collection procedures as were in effect prior to the payment plan contract. The Board may also make or accept an offer for a lump sum payment to rectify a delinquency. This decision is on a case by case basis and the Board is under no obligation to accept or solicit any offers of reduced payment. The decision to accept a is counted amount is decided by the Board based on, but not limited to, issues such as the likelihood of ever receiving any payment, the desire to not have to burden the Association with paying back taxes owed, the burden of costs and effort of selling the property, or that the potential fees and costs of collection will yield less than the amount remaining after a proposed discount. Any offers shall not be considered until the property is qualified for foreclosure on the lien, i.e., the account is more than \$1,800 in arrears, or 12 months past due.

14. Right of Redemption

When property is sold through foreclosure, the buyers take ownership subject to a 90-day right of redemption, which allows the foreclosed owner to recover the property if he pays the delinquency and any fees and costs. Civil Code §5715(b), Code of Civil Proc. §729.035. The trustee will hold the money received in the auction for 90 days. If the former owner exercises the right of redemption and pays the amount owed, the buyer has his/her money refunded.

15. Timeline

Yearly notice of assessment due

30 days (minimum) prior to due date

Late Fee Applies

15 days after due date

Interest begins to accrue

30 days after due date

Pre-lien letter sent (required notices, computation of amount due, and right to meet)

Over 30 days past due

Board votes to record lien in open session

Over a year past due

Record Notice of Default (lien)

Delinquency more than 12 months, or until \$1,800 or more in arrears

Board votes to foreclose on lien in executive session

Board announces and records action in next open meeting (Declaration of Delinquency doc)

Foreclosure process begins by trustee

Minimum 120 days, trustee handles recordation and required notices

Trustee sale

90 day redemption period

Buyer receives property and is recorded in books of the Association

COMMUNICATION and DOCUMENT DELIVERY POLICY

Unless otherwise authorized by the Board of Directors all communication and documents must be directed to the on-site Office Manager in the Administration office located at the Chalet. Owners must deliver all documents to the following address or call regarding association matters at the following phone number:

Alpine Forest Park POA
18900 Alps Drive, Tehachapi, California, 93561

Methods of delivering documents or correspondence that are authorized by the Association: The following are acceptable methods for delivering documents (letters, architectural applications etc...) to the Association:

- 1) 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 address above.
- 2) Personal delivery to the association's business address listed above during regular business hours. Office hours are Monday – Friday 9:00 a.m. to 1:00 p.m. A written receipt will be provided upon request.

Methods of delivering documents or correspondence that **are not** authorized by the Association: Due to the unreliable nature of email, facsimile, and other electronic means of communication, the Association has deemed these as unacceptable forms of communication. If an owner chooses to send documents or communication in this manner, the Association will only accept them upon receipt. An Acknowledgment that your document or correspondence was received will be sent to you.

Owners sending documents or other communication should never assume that they are received by the intended party. Mail can be lost or delayed etc... Owners should contact the office manager to verify that correspondence or documents have been received.

CHALET RENTAL POLICY

Adopted 7/13/2013

This document shall define the guidelines for rental of the AFPPOA Chalet. Rental of the Chalet provides a service to our membership. These guidelines shall form the basis for qualification, terms of agreements and costs as applicable. This policy shall not apply to AFPPOA sanctioned events.

The Chalet Rental Policy may be amended from time to time by the Board of Directors.

Section 1. General Conditions

- A. The AFPPOA Chalet is only available for property owner personal use for those who are current on their assessments and have no other association actions pending against them.
- B. The Chalet is strictly a non-smoking facility.
- C. No alcoholic beverages are permitted on the premises.
- D. The property owner(s) requesting the rental must be present at the event for the entire time it is scheduled to be used, and shall be present up until the Chalet is locked.
- E. The guard or person securing the building shall make an inspection at that time and log any anomalies or infractions.
- F. There is a maximum occupancy of 100 persons per Kern County Fire regulation.
- G. All furniture and fittings will be placed back as they were found. No exceptions to this fire regulation shall be allowed.

- H. The renter is responsible for cleanup and restoring the facilities to the same condition as when they arrived. This shall include any use of the kitchen facilities, utensils and appliances.
- I. In absence of the office manager, a guard will unlock and/or lock the doors. Under no circumstances will the renter receive keys to the building or security codes.
- J. Access to the bathrooms shall be allowed during the event but must be locked from the inside.
- K. Association supplies, such as paper towels, trash bags, drinking water, coffee and other Association supplies shall not be used by the renter. Renter shall provide their own supplies and refreshments.
- L. Renter must provide proof of insurance in writing. This proof must be acknowledged by the office manager or designated director and attached to the rental agreement.
- M. Renter is to accept full financial responsibility for any damages to the facilities.
- N. Association business always has priority over any rental agreement, and the Association may terminate a rental agreement at any time should an emergency arise.
- O. Certain special meetings such as community service meetings, fire prevention lectures and classes, CERT meetings, meetings held by animal control, forest rangers, and other similar entities shall be free of charges and fees, but an Association member, a property owner, must take responsibility for cleanup and adhering to the general rules.

Section 2. Fee Schedule.

- A. Parties, weddings, etc., \$150 per day, plus a refundable \$200 cleaning deposit.
- B. Classes and events other than by government entities shall pay AFPPOA 20% of any fees collected for the event plus a refundable \$200 cleaning deposit.
- C. Classes and meetings by government officials, fire department or fire council, CERT, or community educational meetings, shall require no fee.
- D. For any event which requires a guard to work before 6:00 a.m. and beyond 7:00 p. m. which is considered overtime, an additional fee of \$20 per hour shall be added to the basic fee for the hours the security guard must spend in addition to their normal working hours.
- E. The Director of Maintenance or the Director of Administration shall have the authority to adjust fees for special cases without requiring a resolution by the Board of Directors.
- F. Any lecture or presentation that may result in future profit to an individual or business shall be denied the right to use the Chalet.

DRIVEWAY ENCROACHMENT POLICY

Ratified April 26, 2018

Installation of culverts and swales abutting or within Alpine Forest Park (AFPPOA) road easements shall be approved by the AFPPOA Maintenance Dept. prior to installation. Driveway/road easement abutment, culvert size and or swale size shall be determined by the Engineer's grading plan according to water flow calculations to accommodate a 100 year rainfall. Culverts and swales shall be installed so that travel on AFPPOA common areas is not impaired.

All driveway abutments and material shall be approved by the AFPPOA Maint. Dept. at least three days prior to their installation. Any culvert installation shall remain open for AFPPOA inspection, and not be covered or concealed until inspected and approved by an AFPPOA representative. It is the property owner's responsibility to notify the AFPPOA office that the culvert is ready to be inspected and to arrange for inspection.

The Office may be contacted at:

18900 Alps Drive, Tehachapi, CA 93561 or Phone: (661) 822-6525

Culverts that are currently installed, which do not meet the 100 year rainfall as determined by a State licensed hydrologist or engineer, shall be replaced or removed by the property owner adjacent in the following cases;

1. When the culvert fails to perform properly, especially in cases where property damage occurs,
2. Before any AFPPOA paving is done over the culvert,
3. When the culvert is moved, improved, or repaired from its original approved position.
4. When a culvert has been placed without AFPPOA approval.

Culverts and swales belong to the property owner whose driveway crosses it. It is the sole responsibility of the property owner to keep their culvert or swale clear and free of debris to avoid damage to their or their neighbor's property.

- Each owner of a lot abutting a common area street or road owned by the Association who has constructed a driveway crossing the boundary from the road to his lot and installed a culvert under the driveway is solely responsible for maintaining and repairing his or her driveway easement and all improvements installed on the easement, including culverts.
- Such owners are also solely responsible for injuries to persons and damage to property (including the Association's streets and roads) that may result from their failure to properly maintain the driveway easement, failure to install sufficiently large culverts and failure to keep culverts free and clear of debris to allow for the free flow and passage of surface runoff water.

ELECTION RULES AND POLICIES

Ratified September 16, 2021

INTRODUCTION

Effective July 1, 2006, the Davis-Stirling Common Interest Development Act ("Act")i was amended to require that common interest development associations adopt rules regarding the conduct of elections of Directors and certain other actions requiring the vote of association members. Effective January 1, 2020, the Act was amended again to add additional election and voting requirements.

These election and voting procedures and rules ("Election Rules") have been prepared to reflect the requirements of the Act, and it is these Election Rules that will be used by Alpine Forest Park Property Owners' Association, Inc. ("Association") in the 2020 election of Directors and certain other actions that require the vote of the Association Members, and in subsequent elections of the Association. These Election Rules are subject to further amendment and change if so required by later enacted legislation.

These Election Rules take effect immediately upon adoption by the Association's Board of Directors and supersede and replace all previous election and voting rules and procedures that may have been adopted by the Association.

In the event of any material conflict between the provisions of these Election Rules and the provisions of the Association's Articles of Incorporation, Articles of Association, Bylaws, Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Operating Rules or other documents that govern the operation of the development or the Association (collectively, "Governing Documents"), then the provisions of these Election Rules shall govern and control to the extent of such conflict. In the event of any material conflict between these Election Rules and applicable provisions of the Act, then the provisions of the Act shall govern and control to the extent of the conflict.

MEMBERSHIP MEETINGS GENERALLY

1. Annual Meetings. Section 4 of the Association's Bylaws provides that the annual meeting of Members will be held on the first Tuesday of June of each year at 7:30 P.M. However, if a quorum of Members is not reached, the annual meeting of Members may be adjourned to another date, time and place to be announced at the initial annual meeting.
2. Special Meetings. Special meetings of Members may be called either by the Board of Directors, by Members owning not less than ten percent (10%) of the Lots in the development, or as otherwise provided by applicable law.
3. Notice of Meetings. Notice shall be mailed not less than ten (10) nor more than sixty (60) days before any membership meeting. The notice shall be in writing mailed to each Member at the address shown on the records of the Association, and shall state the time and place of the meeting, and the nature of the business to be transacted.
4. Quorum and Voting. Pursuant to Section 4 of the Bylaws, the presence of Members, in person or by proxy, owning a majority of the Lots in the development shall constitute a quorum. Pursuant to Section 9 of the Bylaws, at any annual or special meeting of the Members at which a quorum is present, the majority of the voting power of the Members shall prevail, except in those cases where the Bylaws or applicable law expressly provide otherwise.
5. Chair of Meetings. The President of the Association shall call each meeting of the Members to order and shall chair the meeting, unless a majority of the Board of Directors selects another person to chair the meeting.

ELECTION RULES

1. Secret Written Ballot. All elections regarding any of the following matters shall be conducted by secret written ballot in accordance with the applicable election procedures of the Act, including but not necessarily limited to Civil Code Section 5115:ii
 - (a) Assessments requiring the vote of the Association Members.
 - (b) The election and/or removal of Directors.
 - (c) Amendments to the Association's Governing Documents.

(d) The grant of exclusive use of any portion of the common area to a Member requiring a vote of the Members under Civil Code Section 4600.

(e) Any other topic that is expressly identified in the Association's Operating Rules as being governed by the applicable election procedures of the Act.

2. Election of Directors Generally. The Association shall hold an election for a seat on the Board of Directors in accordance with these Election Rules and the applicable procedures of the Act at the expiration of the corresponding Director's term and at least once every four years.iii

3. Access to Association Media.

(a) Association Policy. It is not the policy of the Association to provide candidates with any access to or use of Association newsletters, bulletin boards, internet websites or any other Association media during a campaign.

(b) Equal Access. However, if any candidate or Member advocating a point of view is provided access to Association newsletters, bulletin boards, internet websites or any other Association media during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content. 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.

(c) Campaign Signs. The posting of campaign signs must be in compliance with current Association rules and applicable state and local laws and ordinances. In no event shall campaign signs be permitted to be erected or maintained within any portion of the Association common area.

(d) No Association Funds for Campaign Purposes. Association funds shall not be used for campaign purposes in connection with any Association election of the Board of Directors. 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. For the purposes of this Rule, "campaign purposes" includes, but is not limited to, the following:iv

(1) Expressly advocating the election or defeat of any candidate that is on the Association election ballot.

(2) Including the photograph or prominently featuring the name of any candidate on a communication from the Association the Board of Directors, excepting the ballot, ballot materials, or a communication that is legally required, within thirty (30) days of an election. This is not a campaign purpose if the communication is one for which Civil Code Section 5105(a) requires that equal access be provided to another candidate or advocate.

4. Equal Access to Association Common Area for Nominees and for Members Advocating a Particular Point of View. The Association shall provide equal access to the Association common area during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. This requirement, which is imposed by statute, shall not be

interpreted as obligating the Association to provide access to common areas at times when the common areas are normally and customarily utilized for other Association or community purposes. In other words, the Association retains its authority and responsibility to ensure that the common area facilities are managed, operated, and accessed for the common benefit and enjoyment of all Association Members. Subject to the foregoing:

(a) No Cost for Use. During an election campaign, each candidate and each Member advocating a point of view reasonably related to the election shall be allowed to use, if available, the Association's common area at no cost to the Member or candidate.

(b) Reservation. Each candidate or Member who desires to use the Association common area pursuant to this Rule must make a reservation in advance of the date and time requested.

(c) First Come, First Served Basis. Requests by candidates and Members to use the Association common area shall be granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate and each member shall only be allowed to make one (1) reservation per day to use the common area.

5. Qualifications for Candidacy.

(a) Association Member. To be eligible as a candidate for election to the Board of Directors, the candidate must be a Member of the Association at the time of nomination. If title to a Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be an Association Member for purposes of these Election Rules.v

(b) Assessments. Nominees for election to the Board of Directors must be current in the payment of regular and special assessments levied by the Association, provided that Directors during their Board tenure must also be current in the payment of regular and special assessments.vi While a person is disqualified from nomination for election to the Board of Directors for nonpayment of regular and special assessments, such person may not be disqualified from nomination or as a Director for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party.vii In addition, a person shall not be disqualified from nomination or as a Director for failure to be current in the payment of regular and special assessments if either of the following circumstances is true:viii

(1) The person has paid the regular or special assessment under protest pursuant to Civil Code Section 5658.

(2) The person has entered into a payment plan pursuant to Civil Code Section 5665.

(c) Internal Dispute Resolution. The Association shall not disqualify a person from nomination for election to the Board of Directors if the person has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code Sections 5900 – 5920.ix

(d) Joint Ownership. A person is disqualified from nomination as a candidate for election to the Board of Directors if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same Lot as the person and the other person is either properly nominated for the current election or an incumbent Director.x

(e) Conviction of Crime – Loss of Fidelity Bond. A person is disqualified from nomination as a candidate for election to the Board of Directors if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806 or terminate the Association’s existing fidelity bond coverage.xi

6. Nominations for Election to the Board of Directors.

(a) Nomination Procedures.

(1) Any qualified Member may nominate himself or herself or another qualified Member for election to the Board of Directors by submitting to the Association a written application provided by the Association which must be signed and dated by the nominee.

(2) The Association shall set a cut-off date for the receipt of nomination applications, which date shall be publicized in advance to the Members.

(b) Write-In Candidates. Write-in candidates shall not be allowed on ballots.

(c) Candidates’ Names on Ballot. Candidates’ names shall be listed on the ballot alphabetically by last name.

7. Member Voting Eligibility. Each Member of the Association is entitled to vote in all elections, meetings of the Members and other actions requiring the vote of the Members. A Member shall not be denied a ballot for any reason other than not being a Member at the time when ballots are distributed.xii A Member shall not be denied the privilege of voting because the Member is not current in the payment of assessments or related charges or subject to disciplinary action for violation of the Governing Documents.

8. Member Voting Power. Each Member shall be entitled to cast one (1) vote for each Lot owned by the Member. If more than one person owns a Lot all of said persons shall be deemed to be one Member for voting purposes. Any one of the multiple owners shall be entitled to vote the membership, unless the Secretary of the Association is notified in writing of the owner designated by his or her co-owners as having the sole right to vote the membership on their behalf. If such notification does not occur and more than one of the multiple owners votes a membership, the majority of such votes shall be the vote pertaining to the Lot. If there is not a majority of such votes, the vote of such membership shall not be considered as either in favor of or opposed to the issue or issues which are the subject of the vote, but the membership shall be considered for purposes of determining whether the quorum requirements applicable to the vote or meeting have been met.

9. General Power of Attorney. The Association shall not prohibit or deny a ballot to a person with general power of attorney for a Member. The ballot of a person with general power of attorney for a Member shall be counted if returned in a timely manner.

10. Proxy Voting. The secret ballot voting requirements of Civil Code Section 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.^{xiii} The Association may use and accept proxies as permitted by law and the Association's Governing Documents in connection with membership votes other than those required to be conducted by secret written ballot, provided that the Association shall not be required to prepare or distribute proxies. Proxies shall not be construed as or used in lieu of written ballots. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. All proxies must meet all requirements of California Civil Code Section 5130, other applicable laws, and the Association's Governing Documents. A proxy holder shall cast the Member's vote by secret ballot unless the proxy is revoked by the Member prior to the receipt of the ballot by the Inspector(s) of Elections as described in Section 7613 of the Corporations Code.

11. Duration of the Voting Process. The secret ballot voting procedures of Civil Code Section 5115(a) specify that ballots for the election of the Board of Directors must be sent to Association Members by mail or personal delivery not less than thirty (30) days before the deadline that is established for the return of ballots to the Inspector(s) of Elections. Because state 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(s) of Elections, any ballots that are sent to the Inspector of Elections by facsimile transmission or e-mail will not be counted.

12. Delivery of Ballots and Election Rules. At least thirty (30) days before an election, the Inspector(s) of Elections shall deliver, or cause to be delivered, to each Member of the Association both of the following documents: (a) the ballot or ballots, and (b) a copy of these Election Rules. As an alternative to mail or hand delivery, these Election Rules may be delivered by posting the Election Rules to an Association internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"^{xiv}

13. Voting Procedures.

(a) General Notice of Nomination Procedure and Deadline. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Such notice shall be made by "individual notice" pursuant to Civil Code Section 4040 (first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by express service carrier; or e-mail, facsimile or other electronic method if the recipient has consented in writing to that method of delivery) if individual notice is requested by a Member.^{xv}

(b) General Notice of Ballot Return, Meetings, Candidate Names. The Association shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed:^{xvi}

(1) The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) of Elections.

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

(3) The list of all candidates' names that will appear on the ballot.

Such notice shall be made by individual notice pursuant to Civil Code Section 4040 if individual notice is requested by a Member.

(c) Use of Secret Ballots and Ballot Completion Requirements. In accordance with Civil Code Section 5100(a), ballots used in the election of Directors must be secret ballots that do not identify the voter by name, address, or Lot number. The secret ballots, together with two pre-addressed envelopes with instructions on how to return ballots, and a copy of these Election Rules, must be mailed by first-class mail, postage prepaid, or hand delivered by the Association to every Member of the Association not less than thirty (30) days before the deadline for voting. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of vote by mail ballots, including all of the following:

(1) The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed ("Ballot Envelope"). This Ballot Envelope is inserted into a second envelope that is sealed ("Address Envelope"). In the upper left-hand corner of the Address Envelope, a space or lines must be presented where the voter can print and sign his or her name, address, and Lot number.xvii

(2) The Address Envelope is addressed to the Inspector(s) of Elections, who will be tallying the votes. The Address Envelope (containing the ballot and the Ballot Envelope) may be mailed or delivered by hand to the location specified by the Inspector(s) of Elections for the return of ballots, and the Member may request a receipt for delivery of the ballot.xviii

(d) Quorum. Because the Association Bylaws require the presence of a quorum of Members for Members to take action at meetings of the Members, each ballot received by the Inspector(s) of Elections shall be treated as a Member present at a meeting for purposes of establishing a quorum.xix

(e) Cumulative Voting. The Association shall allow for cumulative voting in an election of Directors using the secret ballot procedures provided in these Election Rules if cumulative voting is provided for in the Association's Governing Documents.xx If cumulative voting applies, each Member voting at any election of Directors where two or more positions are to be filled shall have the right to cumulate his or her votes by giving one candidate a number of votes equal to the number of Directors to be elected, multiplied by the number of votes to which the Member is entitled, or by distributing his or her votes on the same principle among as many candidates as he or she desires. No Member shall be entitled to cumulate votes unless: (i) the candidate's or candidates' name(s) have been placed in nomination before the voting, and (ii) a Member has given written notice to the Board of Directors before the ballots are delivered to the Members, of the Member's intention to cumulate his or her votes. If any one Member has given such notice, all Members may cumulate their votes for candidates in nomination. Those candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be elected.

(f) Election by Mail. Except for the meeting to count the votes required in Civil Code Section 5120(a) and Election Rule 16 below, an election may be conducted entirely by mail unless otherwise specified in the Association's Governing Documents.xxi

(g) Amendment of Governing Documents. In an election to approve an amendment of the Association's Governing Documents, the text of the proposed amendment shall be delivered to the Members with the ballot.xxii

14. 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 of Directors, shall be elected as the Directors of the Association and shall take office immediately following their election. 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.

15. 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. If the Board of Directors fails to appoint Inspector(s) of Elections, the Association Members may make such appointment by majority vote of the Members.xxiii

(a) Number of Inspector(s). The number of Inspector(s) of Elections shall be one or three.xxiv

(b) Qualifications of Inspector(s). The Inspector(s) of Elections must be an independent third party which includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be an Association Member, but may not be a Director or a candidate for Director or be related to a Director or to a candidate for Director. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed by or under contract to the Association for any compensable services other than serving as an Inspector of Elections.

(c) Duties and Powers of Inspector(s). The duly appointed Inspector(s) of Elections shall have the full powers of an inspector of elections appointed by the Board under Corporations Code Section 7614 and shall perform his or her duties or their impartially, in good faith, to the best of his or her or their ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association. If there are three Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the Inspector(s) of Elections is prima facie evidence of the facts stated in the report.xxv Without limiting the foregoing, the Inspector(s) of Elections shall do all of the following:xxvi

(1) Determine the number of memberships entitled to vote and the voting power of each.

(2) Determine the authenticity, validity, and effect of proxies, if any.

(3) Receive ballots.

(4) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

(5) Count and tabulate all votes.

(6) Determine when the polls shall close, consistent with the Governing Documents including these Election Rules.

(7) Determine the tabulated results of the election.

(8) Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with Civil Code Sections 5100 – 5130, the Corporations Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with Civil Code Sections 5100 – 5130.

(d) Appointment of Additional Persons. The Inspector(s) of Elections may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the persons so appointed are independent third parties.xxvii

16. Requirements for Counting and Tabulation of Ballots. The Inspector(s) 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. The Inspector(s) of Elections, or the designee of the Inspector(s) of Elections, may verify the Member's information and signature on the Address (outer) Envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the Inspector(s) of Elections, it shall be irrevocable.xxviii 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 the Members shall be entitled to remain in attendance at the continued meeting to observe the tabulation.xxix

17. 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 fifteen (15) days of the election, the Board shall give general notice (as specified in Civil Code Section 4045) to the Members of the tabulated results of the election.xxx

18. Custody of Election Materials. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections until after the tabulation of the vote, and until the time allowed by Civil Code Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.xxxi

19. Retention of Election Materials. The Association shall retain, as "association election materials" (defined in Civil Code Section 5200(c)) both a candidate registration list and a voter list. The voter list shall include the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association shall permit Association Members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or Member shall report any errors or omissions to either list to the Inspector(s) of Elections who shall make the corrections within two (2) business days.xxxii

20. Election of Officers.

(a) The Board of Directors shall elect the officers of the Association from the Board of Directors.

(b) The meeting of the Board of Directors at which officers are elected shall be open to the Association Members, provided that the Directors may conduct the vote by secret ballot.

21. Statement of Information. Promptly following each election of Directors and officers, the Association will file with the California Secretary of State's office a Statement of Information by Domestic Nonprofit Corporation on the form prescribed by the Secretary of State showing the names of the Directors and officers.

22. Adoption and Amendment of Election Rules. These Election Rules have been adopted as Operating Rules xxxiii by the Board of Directors pursuant to Civil Code Sections 4340 – 4370. These Election Rules shall not be amended less than ninety (90) days prior to an election.xxxiv

References to the California Civil Code:

1. Sections 4000 – 6150.
2. Section 5100(a),(b).
3. Section 5100(a)(2).
4. Section 5135.
5. Section 5105(b)(2).
6. Section 5105(c)(1).
7. Section 5105(d).
8. Section 5105(d)(1),(2).
9. Section 5105(e).
10. Section 5105(c)(2).
11. Section 5105(c)(4).
12. Section 5105(g)1).
13. Section 5130.
14. Section 5105(g).
15. Section 5115(a).
16. Section 5115(b).
17. Section 5115(c)(1).
18. Section 5115(c)(2).
19. Section 5115(d).
20. Section 5115(e).
21. Section 5115(f).
22. Section 5115(g).
23. Section 5105(a)(5).
24. Section 5110(a).
25. Section 5110(d).
26. Section 5110(c).
27. Section 5015(a)(6).
28. Section 5120(a).
29. Section 5120(a).
30. Section 5120(b).
31. Section 5125.
32. Sections 5105(a)(7), 5200(a)(14),(c).
33. Sections 4355(a)(7), 5105(a).
34. Section 5105(h).

ENFORCEMENT RULES, POLICY and FINE SCHEDULE

Adopted 11/03/2016

The following actions may be taken by the ALPINE Forest Park Property Owners' Association ("the Association") to enforce violations by property owners (members of the association) of the Association's Governing Documents, including the Association's CC&Rs, Bylaws, Landlord-Tenant Policy, Architectural or ECC Guidelines, and any other governing document.

When the Association receives a written complaint of a violation of its governing documents occurring within the Association boundaries ("development"), or a violation is noted during periodic inspections of the development by the members of the Associations Board of Directors the "Board", its management and/or Association staff, the following enforcement procedures may be initiated against the offending owner by the Association to cure that owner's violation of the Association's governing documents. Property owners are legally responsible for the conduct of their family members, tenants, guests, invitees, contractors and occupants of their separate interest both on their separate interest, and on the common development property.

Nothing in this policy shall obligate or require the Board, or any authorized committee to take any of the enforcement actions set forth below. Depending upon the severity and frequency of the violation and the Owner's response to the Association's requests to cure the same the choice of enforcement procedure(s) and/or the enforcement remedy utilized may vary.

A. ACTIONS THAT MAY BE TAKEN:

Penalties for violations of the Association's governing documents may include:

- 1) Warning letter(s).
- 2) Imposition of a fine in accordance with the fine schedule set forth below after the offending owner(s) have been provided with notice and an opportunity to be heard on the violation as pursuant to the Due Process requirements of Civil Code § 4820.
- 3) Suspension of voting rights.
- 4) Suspension of the status of "Member in Good Standing".
- 5) Loss of the right to participate as a candidate for election to the Board.
- 6) Assessments to reimburse the Association for costs of repairing damage to the Common Area or to reimburse the Association for costs incurred in bringing the Owners residence into compliance with the governing documents, including but not limited to legal fees, after the offending owner(s) have been provided with notice and an opportunity to be heard on the violation as pursuant to the Due Process requirements of Civil Code § 4820.
- 7) Suspension of rights to use the Common Area facilities after the offending owner(s) have been provided with notice and an opportunity to be heard on the violation as pursuant to the Due Process requirements of Civil Code § 4820.
- 8) Initiating Internal Dispute Resolution (IDR) pursuant to Civil Code § 5900.
- 9) Instituting Alternative Dispute Resolution (ADR) pursuant to Civil Code § 5925.
- 10) Filing a lawsuit against the offending party to achieve compliance, or to obtain an injunction against certain actions which are in violation to the governing documents, or to obtain a judgment for paying fines or costs pertinent to any action.
- 11) Other actions or a combination of actions, as permitted by law and/or the governing documents.

B. ENFORCEMENT:

Generally, though not necessarily, the Association shall adhere to the following penalties:

- 1) Upon the first offense, a warning letter and request to correct the violation, if applicable, may be sent to the owner.
- 2) If the violation continues, or it is not corrected, the Board may impose discipline. Such discipline may include the suspension of the owner's privilege to use the common area facilities, suspension of the owner's right to vote or run for office in Association elections, an imposition of a reimbursement assessment if the infraction involves damage to Association property, and/or an imposition of fines.
- 3) An owner may be fined per Item D, Fine Schedule, below.
- 4) If the violation continues, the Association may invite the homeowner to participate in Internal Dispute Resolution (IDR) pursuant to Civil Code §5900.
- 5) If the violation continues, the Association may offer to submit the dispute to Alternative Dispute Resolution (ADR) pursuant to Civil Code §5925. That statute requires that any costs incurred for the mediator or arbitrator are divided equally between the parties.
- 6) If the violation continues, or is not corrected thereafter, the matter may be sent to the association's attorney for further action which may include action in court. Any cost and attorneys fees incurred shall be charged as a special assessment, after the owner(s) have been afforded due process pursuant to Civil Code §4820
- 7) The Association has the right to proceed with legal action to compel compliance with the governing documents.
- 8) The Board shall have discretion as to which, if any, of the foregoing legal remedies it elects to initiate against an Owner in violation of the governing documents, and when to do so.
- 9) The Board is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law, determine what remedy to pursue and at what time.
- 10) Immediate legal action may be sought in the form of a temporary restraining order where appropriate.
- 11) Payment of an assessment or fine, or completion of a suspension period does not eliminate the owner's obligation to correct the violation.

C. DUE PROCESS:

- 1) Due Process shall consist of at least ten (10) days prior written notice to the owner advising the owner of the nature of their violation of the governing documents and the potential penalty or enforcement action.
- 2) The notice shall contain the alleged violation, and date, time and place of a hearing, if a hearing is scheduled.
- 3) The owner has the right to attend the hearing and may address the Board. Alternatively, the owner may submit a response in writing.
- 4) In the event the Board determines to take disciplinary action after a violation hearing or response by mail, the Association shall provide the owner(s) with written notice of its decision within 15 days of the hearing.
- 5) An owner may request Internal Dispute Resolution (IDR), a private meeting with the Board to discuss any fines, or other punitive actions taken by the Board.

D. FINE SCHEDULE:

A First Offense is when the violation is first recorded and the owner is notified. After a lack of response to the notice and a failure to comply, or committing the same offense again, after 30 days, a second notice shall be sent and the offense will be escalated to a Second Offense. After another 30 days has lapsed, or if the same offense reoccurs, the offense shall be escalated to a Third Offense.

The Fine Schedule for violations shall be in the following amounts:

- | | |
|--------------------|------------------------|
| 1) First Offense: | \$50.00 per violation |
| 2) Second Offense: | \$100.00 per violation |
| 3) Third Offense: | \$200.00 per violation |

Continuing Offenses \$25.00 per day maximum for each day the violation exists

E. SPECIAL FINES:

Special fines may be levied immediately with proof of the violation in the instances listed below:

Dumping Trash anywhere except in AFPPOA provided dumpsters or other containers:
\$250.00 per violation

NEW ROAD WORK

Ratified April 6, 2017

The Association has approximately 36 miles of roads to maintain. The majority of these roads are unpaved. In order to reduce the cost of maintenance of paved roads due to new construction when property owners first build a home, the following policy will apply in all instances unless road paving is deemed an emergency for evacuation of the community.

PAVING DIRT ROAD

A dirt road will only be paved once 60% of the lots along the road have had a house constructed on it. Exceptions to this policy may be determined by a road engineer.

ACCESS EASEMENTS

Some lots may only be accessed by an access easement. The definition of an access easement is:

An easement is a property interest that allows the holder of the easement to use property that he or she does not own or possess. An easement does not allow the easement holder to occupy the land, or to exclude others from the land, unless they interfere with the easement holder's use.

Access easements will be maintained at the discretion of the Board. The Board **may agree** to spreading material along a dirt road **if the material is purchased** by property owners.

In no instance may a current or past director request or have approved the paving of a road in the vicinity of their house or property unless the road is 60% built.

RULES FOR LANDLORDS and TENANTS

Adopted 04/27/2010

This document shall define the Rules and Guidelines for homes or separate property that are rented or leased within the boundaries governed by the Alpine Forest Park Property Owners' Association, Inc. The property owner, a member of the Association and landlord, shall henceforth be referred to as "landlord". The Alpine Forest Park Property Owners' Association shall be referred to as "AFPPOA" or "Association". The tenants, whether renters or lessees, shall be referred to as "tenants".

The landlord has an obligation to the Association per the CC&Rs and any other rules, regulations, or policies that the Board of AFPPOA may adopt from time to time. The landlord has the obligation to make sure that their tenants and their tenant's guests abide by these rules.

The Rules for Landlords and Tenants may be amended from time to time by the current and future Board of Directors.

Section 1. General Requirements

- 1) All Rules, Covenants and Restrictions upon any member of the Association also apply to tenants, and their guests, of property in Alpine Forest Park.
- 2) It is the landlord's responsibility to make sure that their tenants receive a copy of these Rules and Regulations and that the tenant(s) agree in writing, in either a rental or lease contract, or by using a form provided by the AFPPOA office and to abide by all rules of the Association, particularly those items in Section 2.
- 3) A copy of the agreement or contract shall be filed with the AFPPOA office.
- 4) Tenants shall register with the AFPPOA office for security and emergency purposes including their phone, if any, and the names of all tenants living on the premises.

Section 2. Rules

- 1) Disturbing the peace will not be tolerated. This includes loud music, even if just base, emanating from the walls of any building or from any vehicle.
- 2) Gunning of automobile engines is strictly prohibited. The use of any machinery, with the exception of chain saws, tractors, lawn mowers or other equipment necessary to maintain the property or comply with fire code requirements shall cease after 8:00 PM.
- 3) Tenants shall keep all trash, building materials and equipment contained and out of sight per the CC&Rs and Kern County codes.
- 4) No unregistered vehicles or vehicles that are not running, shall be permitted.
- 5) (Deleted)
- 6) Animals will be contained, on the premises and not allowed to roam free.
- 7) Animal excrement shall be collected and disposed of and no offensive odor shall be permitted to waft off of the rented premises.
- 8) Incessant barking by dogs or other noisy animals shall not be permitted.
- 9) The landlord shall specifically show the renter(s) the property limits of the rented property.

10) All vehicles belonging to the renter(s) and their guests shall be parked off street and on the premises.

11) The tenants are responsible to instruct their guests of the rules herein, however, the final responsibility is with the landlord.

12) Tenants may use the trash dumpsters provided by AFPPOA. They shall be instructed that trash shall be enclosed in plastic bags and tied at the top and that lids must be closed on the dumpsters to prevent access to animals.

13) No large items, couches, furniture, carpeting, or large amounts of brush shall be permitted in the dumpsters and shall be hauled to the Kern County dump at the East end of Tehachapi Blvd.

14) Cutting of trees or trespassing on any other Association member's property is prohibited.

15) The speed limit in Alpine Forest Park is 25 mph maximum, and 20 mph over speed bumps.

16) Parking in exclusive access easements for more than 5 minutes is prohibited.

17) The tenant(s) shall be informed that access easements are the private property of the owner, and that other than egress for purposes of getting to and from their property, any other use is trespassing and prohibited. Landlords need to show the tenants where the access easements are if on their property or the property of any adjacent neighbor whose easement they use to get to their property.

18) Tenant(s) are not allowed to vote, attend meetings, or any other AFPPOA functions.

19) Tenants shall be informed that they may call the AFPPOA office 9 AM to 1 PM, Monday through Friday if they have any questions or need assistance (822-6525). They may also call the security officers if they need assistance at 972-0335

20) Tenants shall not disturb or harass any neighbors and their animals or employees of AFPPOA, and shall respect and listen to instructions from AFPPOA security guards, the Kern County Fire Department, and Kern County Sheriff's Department, State Game Warden, or any other State or County officer.

21) Any vandalism, theft or destruction of either separate property of members of the Association, or common property of the Association shall be grounds for eviction, and charges will be filed.

Section 3. Enforcement.

1) Any rules herein not complied with shall be grounds for fines which are levied on the landlord.

2) Initially the tenants may be contacted by the AFPPOA office, The Board of Directors, the ECC Committee or any of their appointed representatives.

3) If the tenant(s) do not comply in a timely manner, a Notice of Violation shall be sent to the landlord.

4) If there is still no compliance, fines by the Board of Directors may be levied against the landlord, which if not paid shall result in a lien against the property. The fees and liens shall not be grounds for foreclosure, nor shall interest against the unpaid fees accrue.

a) Fine for failure to comply after first notice = \$50.00 (after 15 days)

b) Fine for failure to comply after second notice = \$100.00 (after 30 days)

c) Fine for failure to comply after third notice = \$250.00 (after 60 days)

5) In extreme cases the Board may sue to have the landlord evict the tenant(s) based on continued violations of Association Rules. If the court finds for the Association, the landlord shall be responsible for all legal fees incurred as a result of this action.

6) A landlord may request a private meeting with the Board of Directors to rectify any problems or receive a hearing regarding Notices of Violation, fines, or any other related matters. The tenant may be present if the landlord so desires.

Section 4. Required Information on File

1) The landlord is responsible to ensure that the AFPPOA office has the following current information on file:

a) Legal names of all tenants.

b) The tenants phone number(s).

c) The landlord's phone number.

d) The rental agency's or manager's phone number, if a manager or managing company is used.

Section 5. Notice and Amendment

1) Notice of these Rules and Regulations shall be made available to all members of the Association, and the document shall be available to any member with a small fee for the cost of reproduction and mailing.

2) Future Boards may amend these Rules and Regulations from time to time by approving the new version and notifying the AFPPOA membership of the revised document.

3) Any member of the Association shall have the right to comment on these rules or any amendments at any AFPPOA open board meeting, by requesting a private hearing with the Board of Directors, or in writing to the Board of Directors in care of the AFPPOA office. The Board shall be obliged to respond to any and all questions or comments if requested to do so.

TRAFFIC POLICY

Adopted July 18, 2015

TRAFFIC VIOLATIONS ON PRIVATE STREETS AND OTHER COMMON AREAS WITHIN THE DEVELOPMENT

This policy regarding traffic violations, accidents and damage to Common Area applies to all motor driven vehicles, including but not limited to automobiles, trucks, motorcycles and off-road vehicles whether or not licensed for street use.

- The maximum speed on any private, paved road within the boundaries of the Alpine Forest Park Property Owners' Association (AFPPOA) shall be twenty-five (25) miles per hour unless a lesser maximum allowable speed limit is indicated. The maximum speed on any private, unpaved road within the boundaries of the AFPPOA shall be fifteen (15) miles per hour unless a lesser maximum allowable speed limit is indicated.
- All vehicles must come to a full stop at all designated stop signs.
- Vehicles are to be operated on designated streets, unpaved roads and other areas not restricted from motor vehicle use. Vehicle use on other areas is expressly prohibited.
- All accidents occurring on AFPPOA roads and other Association Common property involving pedestrians, property, domestic animals or wildlife shall be reported to the County Sheriff's department AND the Board of Directors of the AFPPOA within twenty-four (24) hours by either the person involved in the accident or someone on their behalf. In the case of the accident being caused by guests, visitors, vendors or non-resident family members of an Owner, the Owner of the property shall be responsible for reporting or ensuring the accident is reported to the County Sheriff's department AND the Board of Directors of the AFPPOA within twenty-four (24) hours.

Schedule of Fines.

For traffic violations by an Owner or a family member of an owner residing in the development:

For traffic violations, the first violation by an Owner or a family member of an owner residing in the development will result in a Notice of Disciplinary Hearing at which the Board shall have the discretion of imposing a fine of up to \$250.00 against the Owner and such other reasonable disciplinary action as deemed appropriate.

For subsequent traffic violations, pursuant to a hearing as described above, the Board may impose a fine of up to \$500.00 against the Owner and such other reasonable disciplinary action as deemed appropriate.

For traffic violations which reflect reckless disregard for the safety of the residents and visitors to the Development or unreported accidents occurring on AFPPOA roads and other Association Common property involving pedestrians, property, domestic animals or wildlife, the Owner shall be invited to a hearing as described above and the Board shall be authorized to impose a fine of up to \$1,000.00 and such other reasonable disciplinary action as deemed appropriate.

For traffic violations involving damage to the Common Areas within the Development, including damage to property caused by operating vehicles "off-road" the first violation by an Owner or a family member of an owner residing in the development will result in a Notice of Disciplinary Hearing at which the Board shall have the discretion of imposing a fine of up to \$250.00 plus actual costs to restore and repair the damaged areas against the Owner. For subsequent violations, pursuant to a hearing as described above, the Board may impose a fine of up to \$500.00 against the Owner and such other reasonable disciplinary action as deemed appropriate.

All fines shall be included on the billing statement. In addition to monetary fines, other reasonable disciplinary action to include the suspension of the Owner's privilege to use common area facilities may be imposed.

Owners who commit multiple violations and/or fail to pay fines imposed within thirty (30) days may be referred to legal counsel for the purpose of the Association filing an injunctive relief action against the Owner to compel compliance with the traffic laws and to recover all legal fees and costs incurred therein.

For traffic violations by guests, visitors, vendors or non-resident family members of an Owner: For traffic violations, except those considered reckless or an accident involving pedestrians, property, domestic animals or wildlife by guests, visitors, vendors or non-resident family members of an Owner, the Owner will receive a written warning. (A non-resident family member is a family member who maintains a separate residence from the Owner.) The second traffic violation by the same guest, visitor, vendor or non-resident family member of an Owner will result in a Notice of Disciplinary Hearing at which the Board shall have the discretion of imposing a fine of up to \$250.00 against the guest, visitor, vendor or non-resident family member and payable by the Owner of the property and such other reasonable disciplinary action as deemed appropriate.

For traffic violations by guests, visitors, vendors or non-resident family members of an Owner which reflect reckless disregard for the safety of the residents and visitors to the Development, or unreported accidents occurring on AFPPOA roads and other Association Common Area involving pedestrians, property, domestic animals or wildlife, the Owner shall be invited to a hearing as described above and the Board shall have the discretion of imposing a fine of up to \$1,000.00 against the guest, visitor, vendor or family member and payable by the Owner of the property as well as such other reasonable disciplinary action as deemed appropriate.

For traffic violations involving damage to the Common Areas within the Development, including damage to property caused by operating vehicles "off-road" the first violation by an Owner or a family member of an owner residing in the development will result in a Notice of Disciplinary Hearing at which the Board shall have the discretion of imposing a fine of up to \$250.00 plus actual costs to restore and repair the damaged areas against the Owner. For subsequent violations, pursuant to a hearing as described above, the Board may impose a fine of up to \$500.00 plus actual costs to restore and repair the damaged areas against the Owner and such other reasonable disciplinary action as deemed appropriate.

Notice that the fine has been imposed will be assessed and sent to the Owner responsible for the guest, visitor, vendor or non-resident family member. All fines shall be included on the billing statement. In addition to monetary fines, other reasonable disciplinary action to include the suspension of the Owner's privilege to use common area facilities may be imposed.

For multiple violations and/or failure to pay fines imposed within thirty (30) days the situation may be referred to legal counsel for the purpose of the Association filing an injunctive relief action against the Owner to compel compliance with the traffic laws and to recover all legal fees and costs incurred therein. Furthermore, if deemed appropriate the Board may impose the following restrictions upon the violating guests, visitors, vendors or non-resident family members:

1. Guests, visitors, vendors or non-resident family members may be denied vehicular access into the development for a period of up to thirty days for each violation for which the fine is not timely paid.
2. Guests, visitors, vendors or non-resident family members may be given vehicular access into the development only upon being accompanied or escorted by the responsible Owner for a period up to thirty days for each violation for which the fine is not timely paid.
3. Accompaniment shall mean the Owner shall physically ride in the vehicle with the guest, visitor, vendor or non-resident family member from the gate to the Owner's lot and from the Lot to the gate. Escorting shall mean that the owner must lead the violator's vehicle to and from the Owner's Lot. Violation of these restrictions shall result in vehicular access being denied to the violator for a period of thirty days.

INTERNAL DISPUTE RESOLUTION

Adopted November 14, 2015

This procedure applies to a dispute between the association and a member involving their rights, duties, or liabilities under the Davis Stirling Act, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the governing documents of the association.

A. Either party to a dispute, within the scope of the section listed above, may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The association's board of directors shall designate one or more members of the board to meet and confer.
- (4) The parties shall meet within 45 days of receipt of the written request at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) The member and association may be assisted by an attorney or another person in explaining their positions at their own cost.
- (6) If either party chooses to be assisted by an attorney or another person they shall give the other party at least 10 days written notice prior to the date of the meeting (meet and confer). The notice shall contain the name(s) of the person(s) attending and whether they are licensed attorneys and/or acting as legal counsel. Failure to properly notify the other party will result in the meeting (meet and confer) being postponed until a later date.
- (7) The Association may involve a neutral third party of their choosing to mediate the meeting.
- (8) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (9) Recording of the meeting (meet and confer) by any electronic means is prohibited unless consented to by both the association and member.

B. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
- (2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

C. A member of the association may not be charged a fee to participate in the process.

D. The association or member may not bring the same dispute against the other party, for

IDR, more than once in any 12 month period.

References to the California Civil Code:

- i Sections 4000 – 6150.
- ii Section 5100(a),(b).
- iii Section 5100(a)(2).
- iv Section 5135.
- v Section 5105(b)(2).
- vi Section 5105(c)(1).
- vii Section 5105(d).
- viii Section 5105(d)(1),(2).
- ix Section 5105(e).
- x Section 5105(c)(2).
- xi Section 5105(c)(4).
- xii Section 5105(g)1).
- xiii Section 5130.
- xiv Section 5105(g).
- xv Section 5115(a).
- xvi Section 5115(b).
- xvii Section 5115(c)(1).
- xviii Section 5115(c)(2).
- xix Section 5115(d).
- xx Section 5115(e).
- xxi Section 5115(f).
- xxii Section 5115(g).
- xxiii Section 5105(a)(5).
- xxiv Section 5110(a).
- xxv Section 5110(d).
- xxvi Section 5110(c).
- xxvii Section 5015(a)(6).
- xxviii Section 5120(a).
- xxix Section 5120(a).
- xxx Section 5120(b).
- xxxi Section 5125.
- xxxii Sections 5105(a)(7), 5200(a)(14),(c).
- xxxiii Sections 4355(a)(7), 5105(a).
- xxxiv Section 5105(h).