

**Danbury Place**  
**Owners Association**  
**Community Guidelines/Rules & Regulations**

**NOTICE REGARDING**  
**DISCRIMINATORY RESTRICTIONS**  
(California Government Code 12956.1)

**In accordance with California Government Code 12956.1 the Association includes with this governing document the following information:**

**"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."**



**DANBURY PLACE  
OWNERS ASSOCIATION**

**COMMUNITY GUIDELINES  
and  
RULES & REGULATIONS**

# DANBURY PLACE OWNERS ASSOCIATION

## Community Guidelines

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## **MEMBERSHIP INFORMATION**

The Danbury Place Owners Association offers many advantages to the homeowner. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Association.

The Danbury Place Owners Association is a California non-profit Association consisting of those Owners of residences within the ultimate boundaries of Danbury Place. (The "Project").

The purpose of the Danbury Place Owners Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Danbury Place Owners Association provides a membership base to share the costs of maintaining the community now and in the future.

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

Although these community guidelines support the Community Declaration, they do not cover the entirety of the document. Please be sure to read the Community Declaration carefully.

## **GENERAL GUIDELINES**

### **COMMON AREA RULES AND REGULATIONS**

1. All persons residing within the Project may enjoy the use of all facilities in the Common Area as long as they abide by the terms of the Project Documents.
2. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area (excluding Exclusive Use Common Area) without the prior consent of the Board.
3. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior consent of the Board.
4. No Owner shall permit anything to be physically done or kept in the Common Area or any part of the Project which might result in cancellation of insurance on any part of the Common Area, which would interfere with the rights of other Owners, or which would be a nuisance, noxious, harmful, or unreasonably offensive to other Owners.
5. No Owner or Invitee shall perform any act which results in damage to the Common Area.
6. Access to roofs shall be restricted to persons authorized by the Board.

### **USE AND OCCUPANCY OF RESIDENCES**

1. The Residences shall be used as a dwelling for single family and for no other purpose.
2. An Owner shall be entitled to rent or lease his/her Condominium to a single family if: (i) there is written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provisions of the Project Documents shall constitute a default under the agreement; (ii) the period of rental or lease is not less than thirty (30) days; (iii) the Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project Documents; and (iv) the Owner gives each tenant a copy of the Project Documents.
3. All rights to use and enjoy the Common Area shall be exercised by the tenant rather than by the Owner of the leased or rented Condominium; however, the Owner shall not be relieved of the obligations and duties imposed by the CC&Rs.
4. No business of any kind shall be established, operated, permitted, or constructed in any portion of the Project, except for the business of Declarant in completing the development and disposition of the Condominiums in the Project.
5. No Unit shall be permanently occupied by more than two (2) persons per bedroom.
6. No Owner may permit or cause anything to be done or kept upon or in a Unit which might obstruct or interfere with the rights of other Owners, or which would be noxious or harmful or unreasonably offensive to other Owners.
7. Each Owner shall comply with all the requirements of all federal, state, and local governmental authorities, and all laws, ordinances, rules, and regulations applicable to the Owner's Condominium.

### **TENANT RULES**

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Danbury Place Project Documents.

2. For these Community Guidelines, a tenant shall be defined as anyone in possession of all or part of an Owner's residence in exchange for any sort of consideration.
3. The Owner will, always, be responsible for his or her tenant's compliance with all the provisions of the Danbury Place Project Documents. Penalties and other actions to correct violations will be assessed against the Owner even though tenant committed the violation.
4. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.
5. Any Owner who rents or leases his/her Condominium is responsible for assuring that the tenants and occupants of his/her Condominium comply with the Restrictions.

## **GARBAGE AND REFUSE DISPOSAL**

1. All garbage, trash and accumulated waste material shall be place in appropriate covered containers. Containers for recyclable materials need not be covered.
2. Any refuse and recycling dumpsters provided by the Association will be stored in locations designated by the Board. All trash must be bagged and disposed of in the dumpsters. No trash, garbage, furniture, or debris will be left in the dumpster areas - all boxes and cardboard broken down and placed in the dumpsters.
3. If it is found that a homeowner or resident has left items in the dumpster areas without placing it in the dumpster, they will be held financially responsible for the cost to remove the items and clean the dumpster area.

## **NUISANCES**

1. Noxious and offensive activities in the Project or on any public street abutting or visible from the Community are prohibited.
2. No activity shall take place that may be or may become a serious annoyance or a nuisance to other residents and interfere with the quiet enjoyment of their homes.
3. No activity shall take place that may in any way increase the rate of insurance for the Community or cause any insurance policy to be cancelled or cause a refusal to renew the insurance.
4. The Association is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.

## **PARKING RULES**

### I. Authority

Article IV, Section 4.7, and subsections thereto, of the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of Danbury Place state:

*4.7 PARKING: Vehicles shall not be parked anywhere in the Project except in compliance with the provisions of this Section.*

*4.7.1 Common Area: Passenger motor vehicles may be parked in designated spaces within the Common Area. No part of the Common Area may be used for repair, construction, or reconstruction of any vehicle.*

*4.7.2 Garages: Vehicles of any type may be parked in a garage. Garage doors shall remain closed except when a vehicle is entering or leaving a garage. Garages shall be used only for the parking of vehicles.*

*Garages shall be kept sufficiently clear to permit parking of the number of vehicles for which the garage was designed.*

*4.7.3 Guest Parking: No resident may park any vehicles in any space designated as “guest parking.” The Association may adopt Operating Rules establishing additional restrictions governing parking within the open parking spaces.*

*4.7.4 Removal: As long as applicable ordinances and laws are observed, including the requirements of Section 22658.2 of the California Vehicle Code if applicable, any vehicle which is parked in violation of the provisions of this Declaration may be removed.*

*4.7.5 Streets: No parking in the private streets is permitted; parking is permitted only in designated spaces.*

*4.7.6 Reduction in Parking: No parking space established by Declarant may be converted to other use. Such parking spaces shall be kept sufficiently clear to permit parking for the number of vehicles for which the parking spaces were designed.*

*4.7.7 Vehicle Restrictions: No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle, or any inoperable vehicle shall be parked or stored anywhere within the Project except within an enclosed garage.*

Pursuant to Article VII, Section 7.4 and of the CC&Rs, the Board may adopt Operating Rules for the operation and management of the Project. Pursuant to Article IV, Section 4.14 of the CC&Rs, all use of Common Area is subject to the Operating Rules.

These Parking Rules are Operating Rules and amend, supersede, and replace in their entirety all previously adopted Parking Rules or guidelines pertaining to parking or vehicles, wherever set forth. To the extent of any conflict between these Rules and the CC&Rs, the CC&Rs shall prevail.

## II. Definitions

A. Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in these Rules shall have the meaning specified in the CC&Rs, or as specified herein:

1. “Boat” shall mean any vessel of any size designed for navigation on water. The definition of boat shall include, but not be limited to jet skis, canoes, kayaks, rafts, row boats, and motorboats of any description.
2. “Camper” shall mean any vehicle that is self-propelled or is designed to be drawn or towed by a car, truck or other motor vehicle and is intended or designed to be used as a temporary or permanent dwelling, that is typically smaller than a mobile home.
3. “Commercial Vehicle” shall mean any motor vehicle, including but not limited to utility vans and trucks, designed specifically for commercial applications, or carrying tools or equipment intended to be used in commercial applications, as well as any motor vehicle displaying advertising signs or other similar markings, including commercial weight limitations information. Commercial Vehicles include, but are not limited to, buses, taxi cabs, and any motor vehicles that disclose names of firms or logos on the body of the vehicle, but do not include police or other government or agencies’ vehicles. Any motor vehicle with permanently mounted racks designed, intended, or used to carry ladders, lumber, pipe, windowpanes, or other equipment or building materials is included within the definition of a Commercial Vehicle, unless the rack is completely empty and is painted to match the color of the rest of the vehicle.
4. “Guest” or “Guests” shall mean a person or persons whose principal place of residence is not Danbury Place and who visit Danbury Place fewer than fifteen (15) days within a thirty (30) day period. The Board of Directors may require Owners and Residents to provide copies of current vehicle registration



or other proof of ownership showing vehicles parked in unassigned parking spaces belong to Guests and not to Owners or Residents of the Project.

5. "Inoperable Vehicle" shall mean any motor vehicle that has remained unmoved and/or unattended in a Parking Area or Private Street of Danbury Place for more than seventy-two (72) hours, and/or any motor vehicle that cannot be legally operated on public streets or roadways in the State of California, and/or any motor vehicle that does not display current registration and licensing required for operation of the vehicle on streets or roadways within the State of California.,
6. "Mobile Home" shall mean any trailer or such vehicle that is designed to be drawn or towed by a car, truck or other motor vehicle and is intended or designed to be used as a temporary or permanent dwelling and is typically larger than a camper.
7. "Motor Vehicle" see "Vehicle."
8. "Parked" shall mean the temporary stopping and placement of a vehicle at a fixed location. Temporary connotes a short time frame generally not more than seventy-two (72) hours and indicates a vehicle that is usually driven or operated on a daily basis.
9. "Parking Areas" shall mean the physical areas marked on the pavement, generally by parallel or other painted white lines identifying and designating individual spaces within which to park a single motor vehicle. Parking Areas do not include fire lanes, landscaped areas, sidewalks, driveways outside of garage doors, curbside on Private Streets, or any other areas not specifically designed for and designated as Parking Areas.
10. "Private Streets" shall mean Common Area streets within the Danbury Place Project.
11. "Public Streets" shall mean streets located outside of the Danbury Place Project, that are not Private Streets.
12. "Recreational Vehicle" shall mean any vehicle intended primarily for recreational purposes. This term includes off road vehicles, campers, boats, motor homes, house trailers and similar vehicles.
13. "Resident" or "Residents" shall mean a person or persons who live in a Condominium Unit at Danbury Place as a full-time occupant and/or use it as a primary residence, regardless of whether the person is an Owner.
14. "Stored" shall mean the long-term placement of a vehicle in any parking area or areas. The relocation of a vehicle from one parking area to another in order to maintain the appearance of periodic use, without actual use of the vehicle for personal transportation does not negate a determination that a vehicle is stored. Stored vehicles include vehicles that are unused for periods of time greater than seventy-two (72) hours.
15. "Trailer" shall mean any vehicle that is not self-propelled and designed to carry persons or property and to be pulled or towed by a motor vehicle.
16. "Vehicles" shall mean any conveyance, whether self-propelled or towed, which may be used for the transportation of persons or property on public roads or private roadways or streets.

B. In addition to the above, the following terms used herein are defined in Article II of the Declaration of Covenants, Conditions and Restrictions of Danbury Place.

1. Association

2. Common Area
3. Condominium
4. Member
5. Operating Rules
6. Owner
7. Project

### III. Parking Rules

These Parking Rules are applicable to Owners, Residents and Guests. Owners shall notify Residents of the Owner's Condominium and their Guests of the Parking Rules and shall be responsible for the compliance of the Residents of the Owner's Condominium and their Guests with these Rules.

A. All motor vehicles parked or operated within the Common Area shall display current license plates and be maintained in proper operating conditions so as not to be a hazard or a nuisance by reason of noise, exhaust emissions or appearance.

B. No vehicle shall be parked anywhere in the Common Area except in Parking Areas.

C. Any unattended vehicle parked in front of a garage door shall be subject to fines and/or towing.

D. Forty-five Parking Area spaces are for use by Residents on a first-come, first-serve basis. No Resident may park any vehicles in any space designated as "guest parking". The "guest parking" spaces are for use of Guests only.

E. Individuals may only park in "resident" or "guest" spaces for a maximum of 72 hours. Successive acts of parking shall be presumed to be a single act of parking. Upon vacating any parking space, individuals may not re-park in said space for the following 24 hours.

F. Former Residents may declare their vehicles as Guest vehicles by contacting Danbury Place's property manager and providing all requested documentation within ten business days of their initial contact. Resident-to-Guest conversions are subject to approval by the Board of Directors. Former Residents may only park in guest parking once approval has been given.

G. No vehicle parked in a designated Parking Area shall be parked in a manner that unreasonably interferes with or impedes ready vehicular access to any private or public street or to any other Parking Area or Garage. All vehicles parked in the Common Area must be parked entirely within the marked bounds of a single parking space in a Parking Area.

H. No boats, trailers, campers, commercial vehicles, mobile homes, recreational vehicles, or any inoperable vehicles shall be parked or stored anywhere in the Project except within an enclosed garage.

I. No part of the Project, except Garages, shall be used for maintenance, repair, construction, or reconstruction of any vehicle.

J. Garage doors shall remain closed, except when opened for the immediate ingress or egress of a Vehicle or person.

K. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the Garage was designed. Although vehicles of any type may be parked within a Garage, the Garages were designed for the parking of two full size automobiles and storage of personal property or other uses that would prevent the parking of two full size automobiles is prohibited.

L. Owners and Residents shall use Garage parking, to the designed capacity of the garages, subject to Subsection M of this Section below.

M. Electric Vehicles may only be charged within the Garages. Electric Vehicles may not be charged within the Common Area.

N. Individuals may not park within the handicapped spaces without displaying a visible, valid state- issued handicapped parking permit.

O. The Board may, at its discretion and upon written request of the Resident, grant exceptions to the above rules for circumstances such as construction/renovation/repair work being done in Garage or other extenuating circumstances preventing ordinary use of Garage parking as prescribed above. If approved by the Board, a placard will be issued to the Resident for temporary parking in a Guest space. Exceptions granted pursuant to Subsection J must also be submitted in writing and, if approved, issued a placard which must be always kept visible within the vehicle the vehicle is parked in a Guest space.

P. Any resident's vehicle parked in the parking stalls, assigned for resident parking, must display a valid parking permit issued by the Association. Only one resident vehicle per unit may be parked in the lots at any time. Vehicles found without a permit will be subject to ticketing, fines, and towing.

Below are the rules and requirements that are part of the permit program.

i Each unit will be eligible for one permit only, which will be nontransferable. The permit will be valid for a period of one year. To renew the permit a reinspection of the garage will be required.

ii To qualify/obtain a permit the owner must allow a representative of the Association (Board member or Manager) to inspect the garage to confirm that the garage is being utilized to park two vehicles, and not for storage.

iii If a resident that has a permit is later found to be using the garage for storage where two vehicles will no longer fit, the permit will be revoked, and the owner will be called into a hearing with the Board of Directors. If the Board determines that you do not meet the requirements to keep the permit, the permit will continue to be revoked and the owner may not apply for a permit for a period of six months.

iv If a permit is revoked three times the unit will no longer qualify for a permit.

v The cost to obtain a replacement permit, if lost, will be \$25.00.

#### IV. Enforcement

As long as applicable ordinances and laws are observed, including the requirements of the California Vehicle Code Section 22658, any vehicle in violation of the CC&Rs or these duly adopted Parking Rules, may be towed from the Project. In addition to, or in lieu of towing, violations of these Parking Rules may be enforced as provided for in Article X, Section 10.4 of the CC&Rs. The Association is authorized to institute appropriate legal action, temporarily suspend an Owner's use of the recreational facilities or voting rights and/or levy a fine against an Owner for violations of the CC&RS and Rules.

#### **SIGN RULES**

1. All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable state and federal laws and local ordinances.
2. Signs may be displayed by Declarant on Common Area or unsold Units, as Declarant deems appropriate, advertising Condominiums owned by Declarant for sale or rent.
3. Signs required by legal proceedings may be displayed.

4. Non-commercial signs, posters, flags, or banners may be displayed in accordance with the provisions of the California Civil Code Section 1353.6. Any such sign or poster may not exceed nine (9) square feet in size and any such flag or banner may not exceed fifteen (15) square feet in size.
5. Appropriate signs may be displayed by the Association to identity the Project.
6. One (1) sign of reasonable dimension may be placed within the window of a Unit advertising the Condominium for sale or rent.
7. Other signs, posters and notices approved by the Board or specified in the Community Guidelines or in the CC&Rs may be posted in locations designated by the Board.

## **PET RULES**

1. An Owner may keep not more than a total of two (2) dogs, cats, and other customarily un-caged household pets within the Owner's Unit. Each Owner may also maintain a reasonable number of small, caged animals, birds, or fish.
2. Unless the Rules increase the number or type of animals which may be kept, no other animals or pets are permitted in the Project.
3. The Board shall have the right to prohibit the maintenance of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners.
4. No animal may be kept for commercial purposes.
5. No dog shall be allowed in the Common Area unless it is under the control of a responsible person by leash other means.
6. Each Owner or Invitee shall restore the Common Area to the condition it was immediately preceding its use by any dog permitted on the Common Area by the Owner or Invitee.
7. Each Owner of any pet shall immediately clean; remove and dispose of all animal waste materials and shall dispose of same on their own Lot.

## **BIKE LOCKERS**

1. All bike lockers are first-come, first-served.
2. Residents are required to contact Community Management Services at (408) 559-1977 for availability.
3. Residents will be required to provide name, address, email, and phone number as contact information for bike locker usage.
4. If there are requests for bike lockers, yet all are occupied, a waitlist will be created. Bike lockers will be made available to the homeowners in the order the request was received.
5. The waitlist will be given priority over those residents whose yearly bike locker rentals are ending.
6. At the end of the year rental, residents have 30 days to remove their belongings if they no longer require use of the bike lockers, or if there is a waitlist for the lockers. If items are left in the bike lockers past 30 days, the Danbury Place Owners Association will cut the locks and recycle all belongings in the bike lockers.

7. If there is a fee for cleaning the bike locker, the resident will be charged through their HOA dues.
8. Vacant bike lockers will have locks provided by the Danbury Place Owners Association
9. Residents can use the HOA locks provided on the bike lockers or may purchase their own.
10. Community Management and Danbury Place Owners Association do not assume any liability for items in the bike lockers in the event of theft, vandalism, or damage. The residents are responsible for obtaining insurance to cover items stored in the bike lockers.

## **POOL GUIDELINES**

1. Pool hours are from 9:00 AM to 10:00 PM. No lifeguard on duty! Use pool at your own risk. The pool will be closed from October 31 and reopen May 1» annually.
2. An adult must always accompany children. Residents and guests under the age of 14 are considered children. An individual eighteen (18) years of age or older is considered an adult.
3. Guests must be always accompanied by a Danbury Place resident.
4. Any conduct by a Resident or guest in the pool area disruptive to the quiet enjoyment and use of the pool by any resident or guest is prohibited.
5. Use of the pool is restricted to Danbury Place residents and their guests.
6. Glass containers are not permitted within the pool area.
7. Proper swim attire is required in the pool. Infants and toddlers must always wear waterproof diapers or swim diapers when in the water.
8. Portable barbecues are not permitted.
9. Soap, bath oils, etc., are prohibited in the pool.
10. Pets, (dogs, cats, etc.) are prohibited in the pool area.
11. Diving, running, pushing, or boisterous play of any kind is not permitted in the pool area.
12. Management & Association reserves the right to deny use of the pool to anyone at any time.
13. Management or the Association is not responsible for accidents or injuries.
14. Use of surfboards, rafts and oversized floating devices in the pool area are prohibited.

## **RECREATION FACILITY RULES**

**RESERVATIONS- Residents (or tenants) may reserve the Recreation room for their personal use. The sponsoring resident must be present during the entirety of the event. The following guidelines apply:**

1. The sponsoring resident shall complete and submit a Reservation/Usage agreement to the property manager a minimum of ninety-six (96) hours prior to the event.
2. Reservation of the facility does not include the exclusive use of other recreational or designated facilities.

3. Tenants who wish to reserve the facility must have their lease agreement on file with the property manager.
4. A damage/cleaning deposit of \$500.00 must be paid to the property manager at the time the reservation is made, to hold the reservation.
5. Residents in good standing may make reservations not more than one-hundred-and-twenty (120) days in advance of the event. Reservations will be made on a first-paid, first-served basis.
6. The board and committee chairs have the right to reserve the facility for association events and are exempt from deposits.
7. Association functions and events have priority over residents for reserving the facility.
8. For all non-sponsored activities, the resident must provide a copy of a rider on the homeowner's liability insurance in the amount of \$100,000.00, naming Danbury Place Owners Association as an additional insured to Community Management Services. Exceptions must be approved by the board in advance.

## **USAGE GUIDELINES**

1. Classes (such as book review, needlework) may be offered in the facility provided:
2. The class is open to all Residents.
3. The class is attended only by Residents, and their guests.
4. Resident is responsible for the reservation and the clean-up.
5. In accordance with California State Law, no one under the age of twenty-one (21) years shall be served an alcoholic beverage while on the premises.
6. If alcoholic beverages are served at the event and minors are present, parental supervision is required.
7. The resident shall arrange for pick-ups and deliveries to be made the day of the event.
8. The resident shall be completely responsible for all set-up and clean-up. All trash must be removed and taken by the homeowner for disposal. Association containers are not to be used. Refrigerator must be cleaned.
9. The reserved function shall end no later than 10:00 PM.
10. Resident is responsible for ensuring all their guests are parked in approved areas. Vehicles parked in fire lanes are subject to immediate towing.
11. Danbury Place is not responsible for personal items that may be lost or stolen.
12. The currently planned maximum capacity of the Facility is 37 total persons.
13. Smoking is not permitted within the Facility.
14. All music must be turned off no later than 10:00 PM.
15. Decorations shall be installed with easily removable tape to prevent damage to the facility. The use of nails, thumbtacks, etc. is not permitted.

## **DEPOSIT REFUND**

**All deposits are fully refundable three (3) weeks after the event if the following criteria are met:**

1. There is no damage to the facility or surrounding landscaped areas.
2. There is no additional association time or expense required to clean or repair the facility as a result of the event.
3. The cleaning of the facility is completed per the checklist and the checklist received by the property manager.
4. The hours of use do not extend beyond 10:00 PM.
5. Police or Association staff intervention was not required as a result of the event.
6. Facility key(s) have been returned to the designated person no later than forty-eight (48) hours following the event.
7. Furniture was not moved from the interior of the facility. Furniture may be moved within the facility; however, the renter will incur a \$50.00 service charge if the furniture is not returned to its original position at the close of the event.
8. All decorations have been removed and there is no damage to the facility.

## **ELECTION RULES**

### ***General Election Rules***

1. All candidates or members advocating a point of view shall have equal access to all association media, newsletters, and websites during a campaign for purposes reasonably related to that election.
2. The association will not edit or redact (black out) any content from communications defined in item #1; however, the association may include a statement specifying that the candidate or member, as applicable, and not the Association, is solely responsible for the content of the communication, and that the Association was required by law to publish the communication word-for-word, regardless of its content.
3. All candidates and members having a point of view will have equal access, at no cost, to any common area meeting space during a campaign for purposes related to the election.

### ***Candidate Qualifications***

1. Member must be a member in good standing (current in assessments and not had membership rights revoked at a duly noticed hearing).
2. Is not required to be an owner or resident in the association.
3. Must be "bondable" (insurable by the association's fiduciary/fidelity bond/insurance carrier).
4. Must not currently be in a lawsuit with the association.
5. Must not have a felony conviction.

### ***Nomination Procedures***

1. Candidate statement solicitation notices will be sent to the membership.
2. The solicitation notices will include a deadline for receipt of those statements by the association.
3. The Board of Directors will appoint a nominating committee, at or around the same time that the solicitation notices are sent to the membership, for the purpose of placing names into nomination for office.
4. Any candidate nominated by another person will be contacted to confirm his or her consent to run for election to the board of directors.
5. Completed statements will be forwarded to the nominating committee for review at which time the nominating committee will determine whether the candidate meets the qualifications for candidacy as set forth above.
6. Completed statements that are received by the deadline will have the candidate's name printed on the secret ballot that is mailed to the membership, after nomination by the nominating committee if required.
7. Nomination of a candidate by the nominating committee can be done at a regular session meeting of the Board of Directors or via written consent of a majority of the committee members.
8. Completed statements that are received by the deadline will be re-typed and included with the secret ballot that is mailed to the membership along with all candidate statements that meet the deadline. Candidates will be listed in alphabetical order by last name, then by first name if candidates have the same last name. Incumbents can be identified by an asterisk.
9. Any member of the Association may nominate himself or herself for election to the Board of Directors.
10. Candidates can be nominated from the floor at the election meeting by another member or by themselves.

### ***Election Process***

1. The number of directors who are scheduled to be elected and their respective terms shall be determined in accordance with the association's governing documents and stated in the notice of the meeting.
2. If more than one party is listed on title to a lot or unit, only one owner needs to submit his or her signed, color-coded envelope to vote.
3. Record dates for determining members entitled to receive notice of the meeting and for determining members entitled to vote at the meeting will be established in advance by the board of directors at an open board meeting. If no date is established by the board, then the date that the ballots were mailed to the membership shall be the record date.
4. The election will be conducted annually in March. Subsequent adjourned meetings will be held until quorum is met and the inspector(s) of election can sign the certificate of quorum for the association, or a court petition is successful to reduce quorum.

### ***Voting Power***

1. All Members may vote one time for each open position or matter that is the subject of a vote. For example, if there are two open positions, the owner would get two votes.



## **Inspector(s) of Election**

1. Inspector(s) of election will be appointed annually by the board of directors at a board meeting held prior to the distribution of election materials.
2. If there is an election or vote between annual elections of the board of directors, the board may retain the inspector(s) of election from the last meeting, or the Board has the authority to appoint different inspector(s) at the Board's discretion.
3. The Board may remove and replace any inspector of election prior to the tabulation of votes if an inspector resigns or if the Board reasonably determines that an inspector will not be able to perform his or her duties impartially and in good faith.
4. There shall be one or three inspectors of election for the Association.
5. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
6. Inspector(s) shall be independent third parties which can include, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensed CPA, a notary public, a person who is currently employed by or under contract to the association for any compensable services, or a member of the Association.
7. Inspector(s) cannot be a member of the board, a candidate for the board, related to a member of the board or related to a candidate for the board.
8. If the Board cannot find a suitable volunteer inspector within 30 days of the election, the Board will be compelled to retain a CPA or other professional of choice at an additional expense to the association.
9. Inspector(s) will determine the number of memberships entitled to vote and the voting power of each.
10. Inspector(s) will determine the authenticity, validity, and effect of proxies, if any.
11. Unless the inspector(s) designate a different location to receive ballots, the location to receive ballots will be the Association's managing agent's business office address.
12. Inspector(s) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
13. All accounting and tabulations will be done in an open setting to allow members to watch and listen. Members who are not inspectors cannot participate in such discussions, if any arise. Inspector(s) count and tabulate all votes. All votes shall be counted and tabulated by the inspector(s) in public at a duly noticed Board or member meeting.
14. Every inspector(s) of election must sign the ballot tally sheet for the Association's corporate records.
15. Inspector(s) determine when the polls shall open and close.
16. Inspector(s) determine and announce the results of the election.
17. Inspector(s) to report the results of the election promptly to the Board of Directors and the results are to be recorded in the next regular session board meeting minutes.

18. Inspector(s) perform any acts as may be proper to conduct the election with fairness to all members in accordance with the inspector(s) of election rules and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the inspector(s) of election rules.
19. Inspector(s) perform all duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

### ***Ballot Rules***

1. Once a ballot is received by the inspector(s) of election, it is deemed irrevocable, even if it is still unopened in the color-coded envelope.
2. If a member loses his or her ballot, a new one can be obtained from the inspector(s) at the election meeting; however, if a ballot has already been received from that unit, then no new ballot will be given.
3. A member who signs or otherwise marks his or her ballot with an identifying mark waives his or her rights to secrecy. The association is not responsible for redacting personal information that is added to the ballots by the member.
4. Unmarked ballots are counted toward quorum purposes only.

### ***Proxy Rules***

1. If a member wishes to vote by proxy, the member may request a proxy to be sent electronically or via U.S. mail.
2. Members may submit a proxy of their own design if the proxy meets the minimum requirements set forth in the association's governing documents and applicable California Corporations Code and California Civil Code.

### ***Tabulation Rules***

1. Once received, the sealed ballots shall be in the custody of the inspector(s) of election or at a location always designated by the inspector(s).
2. Any candidate or other member of the association may witness the counting and tabulation of the votes. Members who are not inspectors, must remain at least five feet away from the counting area.
3. The inspector(s) can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process.

### ***Post-Election Rules***

1. In addition to recording the election results in the next regular session board meeting minutes, the association shall keep annual meeting minutes that reflect the results of the election.
2. The Board shall publicize the results of the election in a communication directed to all members within 15 days of a successful (quorum achieved) election.
3. After the tabulation of the votes, custody of all election materials will be transferred to the custody of the association for its corporate records.

## **ENFORCEMENT GUIDELINES**

### **ENFORCEMENT POLICY**

- A. Any complaint that is an alleged violation of the Association Governing Documents will be processed according to the procedure outlined herein.
- B. Discuss with your neighbors issues and concerns which are bothering you is the first step in this process.
- C. If you find you have difficulty dealing with your neighbor over a problem which is in violation of the Community Guidelines, contact your Management Company.
  - 1. In the event two or more Members of the Association or Board of Directors file a Community Guidelines Violation Report (see Exhibit A), the Board will take the following steps:
  - 2. Send a violation letter stating the alleged violation and date needed to cure such violation.
  - 3. Send a second letter with a notice of hearing date to the Owner if violation is not cured.
  - 4. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
- D. Owner is present in person or by written response to the alleged violation at a hearing before the Board. A written decision will be sent to the Owner following the hearing. (Please see Exhibit B- Procedure for Owner Hearing.)
- E. The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Association's documents, the Board will either (a) levy a Reimbursement Assessment, (b) suspend or condition the Owner's right to use any common area facilities the Association owns, (c) suspend the Owner's voting privileges as a member, (d) enter upon a Condominium to perform maintenance which is the responsibility of the Owners, (e) record a notice of noncompliance if allowed by law, or (f) a combination thereof.
- F. If the decision is to pursue a monetary fine system, the Danbury Place Owners Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the Community Declarations, Bylaws, Community Guidelines and Design Guidelines of the Association. Please be sure to read the Community Declaration carefully.

### **FINE SCHEDULE**

- 1. A letter will be sent to the Owner stating the alleged violation.
- 2. If a violation continues within a year of the first letter, a second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.
- 3. If the result of the hearing is a monetary fine, a fine of up to \$50 will be applied to the Owner's account.
- 4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the Owner, and the fines may be increased up to a total of \$100 for the second fine, \$150 for the third fine, \$200 for the fourth fine, and double the previous fine amount for all subsequent fines. Any fines not paid may result in legal action in accordance with California law.

5. All fine amounts listed above are maximum fine amounts permitted, at the discretion of the Board of Directors.
6. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Association.

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

**(EXHIBIT A)**  
**DANBURY PLACE OWNERS ASSOCIATION**  
**RULES AND VIOLATION REPORT**

There must be two Owners representing two Condominiums of the Association to pursue violations that cannot be viewed during an inspection of the Property (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents.

**REPORT FILED BY:**

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

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
(alleged violator's name, if known)

Description of alleged violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dates and times alleged violation occurs? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

**(EXHIBIT B)**  
**DANBURY PLACE OWNERS ASSOCIATION**  
**PROCEDURE FOR OWNER HEARING**

1. Introductions and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of Community Declaration requirements, Bylaws, and Community Guidelines and Design Guidelines of the Association.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Owner present. Enforcement procedures as applicable.
9. Adjournment.

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Alleged Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Ruling: \_\_\_\_\_

\_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**(EXHIBIT C)**  
**DANBURY PLACE OWNERS ASSOCIATION**  
**DELINQUENCY POLICY**

1. Assessments are due and payable in full on the first day of each month. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest, and collection costs are subject to the Delinquency Policy.
2. Payments received will be applied in the following order: Unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&Rs violation fees.
3. Any request for special consideration must be submitted to the Board prior to the assessment becoming more than forty-five (45) days past due.
4. NOTICE OF STATUTORY RIGHT OF ALTERNATIVE DISPUTE RESOLUTION ("ADR"), California Civil Code Section 1366.3 provides for the resolution of disputes regarding non-payment of assessments through ADR as set forth in California Civil Code Section 1354, provided that the owner within thirty (30) days of the recording of a Notice of Delinquent Assessment, does all of the following:
  - a. Pays in full to the Association the amount of the assessments in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Delinquent Assessment (lien), including all mailing costs, and including attorney's fees not to exceed four hundred twenty-five dollars (\$425).
  - b. That during said thirty (30) days following the recording of the Notice of Delinquent Assessment (lien), the Owner states to the Association in a written notice, mailed by certified mail, that the amount is paid under protest.

<u>ACTION TO BE COMMENCED</u>	<u># OF DAYS AFTER DUE DATE</u>	<u>CHARGE TO HOMEOWNER'S ACCOUNT</u>
5. Late fee assessed on past due assessments.	30	\$10.00
6. The Association sends a reminder notice for all outstanding charges on the account. (assessments, late fees, interest, collection)	30	No Charge
7. An 'Intent to Lien' package is sent to the owners by certified mail. Charge incurred for this package will be levied against the delinquent account. This includes:  Documents and processing provided in accordance. Civil Code including account detail. Delinquency Policy, and Fine Policy.	45	\$70.00
A title check fee.		\$25.00

8. A Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges for its processing and recording will be levied against the delinquent account.	75 (or 30 days after Recording of Lien)	\$150.00
a. Copy of recorded document will be sent to owners of record by certified mail in accordance with Civil Code.		
9. Upon receipt of payment in full, a Release of Lien will be recorded. Copies will be sent to all owners of record.		\$25.00
10. Upon authorization of the Board of Directors, a Notice of Intent to Foreclose or a Notice of Impending Lawsuit will be sent to the Owner. Delinquent Owner will be liable for payment of fees and costs. Copies will be sent to the Owners of record.	105 (or 30 days after Recording of Lien)	\$25.00
11. Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.	135	Legal fees and costs
11. Interest will be charged on all assessments, late fees, interest, and collection fees.	30	12% per annum
12. Copies of documents to multiple owners of record in accordance with Speier Bill:		
a) One copy only		No charge
b) Handling fee for additional copies		\$10.00

All fees may be subject to changes. For overnight mail, mail to:  
Community Management Services