

# Cypress Village HOA

## Rules & Regulations



# Table of Contents

- HANDY PHONE NUMBERS..... 5
  - EMERGENCY NUMBERS.....5
  - PUBLIC INFORMATION NUMBERS.....6
  - UTILITIES.....6
  - CVHOA MANAGEMENT .....6
  - OTHERS.....6
- CYPRESS VILLAGE TRACT/STREET LOCATIONS..... 7
  - Tract 8124 Townhomes.....7
  - Tract 8125 Townhomes.....7
  - Tract 8126 Patio Homes .....7
  - Tract 7793 Townhomes.....7
  - Tract 8177 Townhomes.....7
- DEFINITIONS..... 8
- RESPONSIBILITIES..... 9
- A. DESCRIPTION OF THE ASSOCIATION..... 10
  - BOARD OF DIRECTORS..... 10
  - BOARD OF DIRECTORS MEETINGS..... 10
  - ASSOCIATION COMMITTEES..... 10
  - COMMITTEE GUIDELINES ..... 11
    - STRUCTURE AND OPERATION ..... 11
    - MEMBERSHIP..... 11
    - CHAIRPERSON RESPONSIBILITIES ..... 11
    - MEMBER RESPONSIBILITIES ..... 11
- B. ASSOCIATION POLICIES ..... 13
  - ASSESSMENT COLLECTION POLICY..... 13
  - NOTICE ASSESSMENTS AND FORECLOSURE ..... 15
  - ASSESSMENTS AND FORECLOSURE ..... 15
  - PAYMENTS..... 16
  - MEETINGS AND PAYMENT PLANS ..... 16
  - ALTERNATIVE DISPUTE RESOLUTION ..... 16
  - INTERNAL DISPUTE RESOLUTION ..... 18
  - TRANSFER OF DOCUMENTS ON RESALE OR RENTAL ..... 19
  - CVHA BIDDING PROCEDURE..... 19
  - CVHA NEWSLETTER GUIDELINES ..... 20

ELECTION AND VOTING RULES .....	22
PRINTING/PHOTOCOPYING POLICY.....	24
C. ASSOCIATION MANAGEMENT .....	26
MANAGEMENT FIRM.....	26
ON-SITE MANAGER.....	27
LOST AND FOUND.....	27
D. PROCEDURES FOR RULE ENFORCEMENT .....	28
INFRACTIONS SUBJECT TO LEGAL ACTION (CC&R VIOLATION).....	28
INFRACTIONS SUBJECT TO FINE (ASSOCIATION ADOPTED RULE VIOLATION) .....	29
RULE ENFORCEMENT.....	29
ENFORCEMENT FOR RULES GOVERNING THE FACILITIES AND GROUNDS OF THE ASSOCIATION.....	29
E. GENERAL RULES .....	31
GREENBELTS .....	31
PETS .....	31
DOG REGISTRATION RULE .....	31
BICYCLING.....	31
SIDEWALKS .....	32
MOTOR SCOOTERS .....	32
SPEED LIMITS.....	32
GARAGES .....	32
TRASH CONTAINERS .....	32
HOME BUSINESS PERMITS.....	33
SIGNS, INCLUDING "FOR SALE, LEASE, RENT" .....	33
F. RECREATION CENTER USE .....	34
GENERAL.....	34
SCHEDULING.....	34
G. RECREATIONAL FACILITIES USE .....	37
IDENTIFICATION TAGS (ID TAGS).....	37
RECREATIONAL FACILITY KEYS.....	37
POOL RULES.....	38
GENERAL RULES AND OPERATIONS.....	38
HEALTH AND HYGIENE.....	38
ADDITIONAL RULES.....	39
GAME ROOM .....	40
GAME ROOM RULES DURING PEAK USAGE:.....	40
PICKLEBALL/TENNIS COURT.....	41

ENFORCEMENT.....	41
CARE OF PICKLEBALL NET .....	41
H. PARKING RULES & REGULATIONS.....	42
I. ARCHITECTURAL CHANGES AND IMPROVEMENTS.....	45
AIR CONDITIONERS.....	45
ANTENNAS AND SATELLITE DISHES .....	46
INDEMNITY AGREEMENTS - RECORDING FEES.....	46
AWNINGS, SUN SHADES AND EXTERIOR SHUTTERS .....	46
DOORS AND WINDOWS.....	46
EXTERIOR PIPES AND WIRES.....	47
FENCES, WALLS, AND GATES .....	47
GARAGE DOORS.....	47
ONE PIECE WOODEN DOORS.....	47
SECTIONAL STEEL DOORS MODIFIED TO A ONE PIECE DOOR .....	47
SECTIONAL DOORS .....	47
PAINT .....	48
ALL BUILDINGS.....	48
WOOD REPLACEMENT.....	48
FRONT DOOR .....	48
TOWNHOMES .....	49
PATIO HOMES.....	49
PATIO COVERS .....	49
ROOFS.....	50
SCREEN DOORS and SECURITY DOORS.....	50
SECURITY LIGHTS .....	50
SKY LIGHTS.....	50
INDEMNITY AGREEMENTS - RECORDING FEES.....	50
SPAS, FOUNTAINS, WATERFALLS, ETC.....	50
STRUCTURAL ADDITIONS.....	51
TELEPHONE/ TV CABLE LINES .....	51
UTILITY BUILDINGS, GREENHOUSES, AND PLAYHOUSES.....	51
WATER SOFTENERS/WATER CONDITIONERS .....	52
ARCHITECTURAL REPAIRS – TOWNHOMES .....	52
WOOD TRIM MATERIAL SPECIFICATIONS.....	52
SUMMARY OF ASSOCIATION ARCHITECTURAL APPLICATION AND APPEAL PROCEDURES.....	53

J. LANDSCAPING .....	54
WHAT IS A HOMEOWNER RESPONSIBLE FOR? .....	54
COMMON AREA TREES.....	55
POLICY ON IRRIGATION DAMAGE AND PRIVATE PROPERTY.....	56
K. ROOFS .....	57
ROOF REPAIR POLICY.....	57
ROOF REPAIR REQUEST AND RESPONSE .....	58
ROOF INSPECTION AND DETERMINATION OF USEFUL LIFE .....	58
ROOF REPLACEMENT.....	59
GUIDELINES FOR DETERMINING WHETHER TO REPAIR OR REROOF .....	59
US INTEC GUARANTEE/CLAIM PROCEDURES .....	59
GAF MATERIALS CORPORTATION GUARANTEE/CLAIM PROCEDURES.....	60
INTERIOR ROOF LEAK REPAIR POLICY:.....	60
ASSOCIATION RESPONSIBILITY .....	60
HOMEOWNER RESPONSIBILITY .....	61
ASSOCIATION REVIEW .....	61
CVHA ROOF RESPONSIBILITY .....	61
REPLACEMENT RESPONSIBILITY .....	61
PATIO HOMES.....	61
TOWN HOMES .....	62
REPAIR RESPONSIBILITY.....	62
ROOF ACCESS POLICY .....	63

### List of Association Forms Available Upon Request

- Clubhouse Reservation Form
- Parking Permit Registration Form
- Architectural Review Application
- Dog Registration Form
- Home Business Application Form
- Homeowner Agenda Request Form

## HANDY PHONE NUMBERS

<b>EMERGENCY NUMBERS</b>	
<b>EMERGENCY</b>	911
Orange County Fire Department – 24 Hour Number	1-714-744-0400

Cypress Police Department – 24 Hour Number	1-714-229-6600
<b>PUBLIC INFORMATION NUMBERS</b>	
Cypress City Hall – General Information	1-714-229-6700
Cypress Community Service	1-714-229-6626
The City of Cypress Building Dept. permits	1-714-229-6730
Home Business Permit	1-714-229-6712
Orange County Animal Control	1-714-935-6848
<b>UTILITIES</b>	
Southern California Edison	1-800-655-4555
Golden State Water	1-800-999-4033
Southern California Gas	1-800-427-2200
Verizon	1-800-483-5000
Spectrum/Time Warner Cable	1-714-903-4000
Valley Vista Services – Waste Disposal	1-626-961-6291
Household Hazardous Waste Hotline	1-714-834-6752
<b>CVHOA MANAGEMENT</b>	
CVHOA Office Management Office	1-714-898-2044
Brightside Management	1-949-800-8667
<b>OTHERS</b>	
Patrol Masters Parking Patrol	1-877-648-0602

# CYPRESS VILLAGE TRACT/STREET LOCATIONS

## Tract 8124 Townhomes

- Amelia Way
- Breton Way
- Cape Way
- Ellesmere Way
- Grand Manan Dr. (11330-11368)
- Gull Way
- Hart Way
- Kent Way
- Knott Avenue (11251-11265 & 11341-11351)
- Magalen Way
- Necatina Way

## Tract 8125 Townhomes

- Capers Way
- Ficot Way
- Fripps Way
- Grand Manan Dr. (11333-11365)
- Holder St. (11250-11390)
- Jekyll Way
- LaHave Way
- McNutt Way
- Morgen Way
- Outer Way
- St. Pierre Way

## Tract 8126 Patio Homes

- Brewster Court
- Cuttyhunk Court
- Gardiners Court
- Harkers Court
- Lowell Court
- Matinicus Court
- Nantucket Court
- Nashawena Court
- Nayshon Court
- Orrs Court
- Ossabaw Court
- Roanoke Court
- Vinalhaven Court

## Tract 7793 Townhomes

- Andrew Way
- Anticost Way
- Fogo Way
- Grand Manan Drive (6864-6947)
- Grindstone Way
- Knott Avenue (11435-11459)
- Merasheen Way
- Orangewood Avenue (6781-6955)
- Pinckney Way
- Pritchard Way
- Quirpon Way
- Seabrooke Way
- Southampton Drive (6800-6860)
- Wadham Way

## Tract 8177 Townhomes

- Amherst Way
- Bylot Way
- Cottel Way
- Grand Manan Drive (6500-6580)
- Grosse Way
- Miscou Way
- Orangewood Ave (6601-6601)
- Sapelo Way
- Shippigan Way
- Southampton Drive (6584-6664)
- Tangier Way
- Tilghman Way

## DEFINITIONS

**PLANNED UNIT DEVELOPMENT (PUD)**--a development having individually - owned property, mixed with commonly-owned property and a homeowner's association to own and manage the commonly-owned property which contains landscaped open space and recreational facilities called the "common area." Cypress Village is classified as a PUD.

**CYPRESS VILLAGE HOMEOWNERS ASSOCIATION (CVHA or CVHOA)**--a corporation set up to own, manage and maintain the common areas and provide services to the membership as required by the Articles of Incorporation, the By-Laws and the Covenants, Conditions and Restrictions. The Association is a business, it functions as a legal entity and is set up to continue in existence indefinitely; however, and all of the legal documents that govern the Association can be changed by membership vote. Cypress Village Homeowners Association is hereinafter referred to as CVHA.

**ARTICLES OF INCORPORATION**--a document filed with the State of California, which establishes the existence of CVHA as a California Non Profit Mutual Benefit Corporation, its founders, purposes, powers, membership procedures, initial corporate directors, duration, and method of amendment of the document.

**ASSOCIATION BYLAWS** --the legal document outlining the operating rules and regulations of the corporation and its officers and directors. It enumerates the powers and duties of those officers and directors, and the rights and voting procedures of the members.

**MEMBERSHIP, CVHA**--by purchasing real estate in Cypress Village, a person(s) automatically becomes a member(s) of the Cypress Village Homeowners Association. This membership carries basic rights such as voting and easement of enjoyment of common grounds and facilities, and membership obligations such as payment of assessments and conformance with the provisions of the Covenants Conditions and Restrictions.

**COVENANTS, CONDITIONS AND RESTRICTIONS**--commonly called **CC&R's**, they have been filed with the County Recorder' office. They describe, in detail, each owner's property rights and use restrictions, membership rights in the Association and monthly assessment obligations.

**ASSOCIATION RULES AND REGULATIONS** -- lists the rules established by the Board of Directors to preserve community property, to protect property values, and to provide mutual enjoyment of facilities. Changes and additions to these rules may be proposed by homeowners to the On-site Manager for consideration and approval by the Board of Directors.

**NEWSLETTER** -- The NEWSLETTER is the primary source of information to homeowners regarding Association business, activities, and announcements. It is published monthly. To offset printing costs, classified ads are accepted on a limited basis. Homeowners wishing to publish articles of interest to the community should submit them to the NEWSLETTER Committee for consideration.

## RESPONSIBILITIES

	Homeowner	Association
Insurance of any kind on all Homes	X	
Trimming/Removing Common Area Trees		X
Cutting of Common Area Grass		X
Replacing Common Area bushes		X
Maintenance of Trees and Plants in Patios and Atriums	X	
Maintenance of Common Facilities		X
Maintenance of Roof Due to Normal Wear and Tear		X
Replacement of Roof Due to Normal Wear		X
Repair of Roof Due to Act of God	X	
Rain Gutters on Homes	X	
Maintenance of Master TV Antennas and Townhome television amplifiers*	X	
Interior TV Wiring and Jacks for Patio and Townhomes	X	
Maintenance of Patio Home TV Antennas	X	
Walkway Lights		X
Maintenance of Exterior Walls	X	
Painting of Exterior Walls		X

\* Board resolution in 2006 to not maintain the antenna,  
 March 2014 HOA removed the Antenna from town home building.

## A. DESCRIPTION OF THE ASSOCIATION

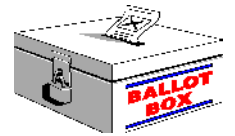
The key to the proper maintenance of a Planned Unit Development (PUD) community is the homeowners' association. The purchasers of patio homes or townhomes are automatically members of the Cypress Village Homeowners Association (CVHA), a nonprofit mutual benefit corporation.

The CVHA is a mini-government, operating under such legal documents as the Articles of Incorporation, the Bylaws, and the Covenants, Conditions and Restrictions (CC&R's), which are all a part of the deed on a homeowner's property. Association Rules and Regulations are developed by the Board of Directors and revised as needed.

The Association is responsible for the maintenance, repair, and replacement of common area property, painting of the exterior of homes, and maintenance and replacement of roofs due to normal wear and tear. The Association is also responsible for the establishment of a budget and collection of the monthly association fees, for the proper filing of tax returns on behalf of the Association, and for adequate insurance coverage of the common grounds and facilities.

### BOARD OF DIRECTORS

The Association is governed by a seven-member (7) Board of Directors elected by the membership and who serve without compensation. The directors serve for a term of two (2) years, with four (4) directors elected in one year and three (3) elected in alternate years.



### BOARD OF DIRECTORS MEETINGS

The Board of Directors meets on the third Tuesday and the fourth Wednesday of the month to conduct business of the Association. The meeting on the third Tuesday is the Executive Session. The fourth Wednesday is the General Open Session for the Association for the decision meeting the following week. The meetings are held in the Large Recreation Center on Matinicus Court. All Cypress Village homeowners are invited and encouraged to attend the Open Session.

Resolutions passed by the Board of Directors at these meetings are summarized in the CYPRESS VILLAGE NEWSLETTER. Minutes of the meetings are available upon request from the management firm for a nominal fee or may be reviewed free of charge at the management firm's office or the On-site Management Office.

### ASSOCIATION COMMITTEES

Effective date of Change: **September 1, 2013**

The committees advise and assist the Board of Directors. Each Board member serves as a liaison between the Board and one or more committees. The committee submits a report of its meetings to the Board of Directors.

There are two types of committees: Standing and Ad hoc. Standing committees fulfill specific ongoing needs and activities. Ad hoc committees are created to deal with specific non-recurring activities at the completion of which and upon presentation of its final report to the Board, the committee automatically ceases to exist.

The CVHA standing committees are: Architectural, Finance, Facilities, Grounds/Parking, Emergency Preparedness and Community Activities.

## COMMITTEE GUIDELINES

### STRUCTURE AND OPERATION

Standing committees for the ensuing year shall be formed in June immediately following the Association annual meeting. Only resident CVHA homeowners may serve on committees.

1. Committees are composed of a minimum of five (5) members and no more than seven. (Preferably one from each tract.)
2. One half (1/2) or five (5), whichever is less, of the committee members shall constitute a quorum for conduct of business at any meeting. Each member of the committee having one vote.
3. The rules of parliamentary procedure contained in Robert's Rules of Order shall govern proceedings. Also, no subject shall be considered at a special meeting except that stated in the call to the meeting.
4. Every homeowner is encouraged to attend any committee meeting to express views on any item on the agenda but does not have voting rights for any item unless the homeowner is a member of that committee.
5. Only one member of a family may be a voting member on a given committee; however, other family members may serve as voting members on different committees.

### MEMBERSHIP

1. Volunteering for the standing committees will be held using sign-up sheets at the annual meeting. Homeowners who are not able to attend the meeting may volunteer by submitting their name to the board liaison, the committee chairperson, or to the on-site manager.
2. If there is an insufficient number or if there are no volunteers for a standing committee, the Board of Directors shall solicit members for that committee.
3. At the first committee meeting a chairperson shall be elected, the committee meeting schedule determined and the goals and objectives for the year established.
4. The chairperson shall provide a list of members, the meeting schedule and the initial goals and objectives to the Board of Directors following the committee's organizational meeting.
5. After the initial formation of a committee, a homeowner desiring to join the committee can do so by attendance at two consecutive meetings and approved by the Board.
6. Members shall be dropped from the committee if two consecutively scheduled meetings are missed without an excuse approved by the chairperson.

### CHAIRPERSON RESPONSIBILITIES

1. Schedule regular meetings coordinating with other committee chairpersons to preclude conflicts in scheduling.
2. Prepare the agenda for each meeting.
3. Submits committee recommendations or a written report of each committee meeting to the Board of Directors liaison.
4. Attends monthly board meetings to make or clarify recommendations to the Board.
5. Call special meetings, if required.

### MEMBER RESPONSIBILITIES

1. Attend all committee meetings.
2. Study the chairman's agenda prior to the meeting, if provided.
3. Submit reports or items for discussion to the Chairperson.
4. A committee member may call a special meeting if 2/3 or more of the members deem it advisable.

**At the March 23, 2011 open Board meeting the Board passed the following resolutions concerning Committee Minutes:**

Resolution: Cypress Village Homeowners Association resolves that all CVHA Committees take minutes, following Robert's Rules of Order and minutes not be published until after they have been approved by the respective Committee Members.

*Per CVHA Board of Directors resolution at May 25, 2011 meeting, the Board Liaison is a non-voting member of the committee.*

*Per CVHA Board of Directors resolution at September 26, 2012 meeting, That the Cypress Village Board of Directors approves to allow non-liaison Board Members sitting on a Committee a right to vote for committee resolution.*

## B. ASSOCIATION POLICIES

### ASSESSMENT COLLECTION POLICY

Adopted by the Board of Directors on October 26, 2022

Prompt payment of assessments by all Owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) and the California Civil Code to enforce the members’ obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association’s Assessment Collection Policy:

1. Regular monthly assessments are due and payable on the first (1st) day of each month. It is the responsibility of the Owner of record to pay each assessment in full each month regardless of receipt of a statement.
2. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and fees, and collection costs, including attorney’s fees, are both the personal obligation of the Owner of the property at the time the assessment or other sums are levied and a lien/debt on the property.
4. Payments are posted on the date received by the Association. Assessments are delinquent if not paid with fifteen (15) days after they become due. If the 15th day falls on a Saturday, Sunday, or bank holiday, the delinquency deadline will be extended until 3:00 p.m. on the next business day.
5. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater.
6. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, fees and costs of collection and attorney’s fees shall be at a rate of 12% per year, commencing thirty (30) days after the assessment becomes due.
7. A Reminder Notice will be sent on or about the 5th of each month to all delinquent Owners if the amount owed is greater than or equal to the current monthly assessment. A fee will be charged for each Reminder Notice sent.
8. Residents who are delinquent may be subject to suspension of the use of Common Area amenities, restrictions on membership privileges, and revocation of voting privileges in upcoming votes of the membership. If the assessment is not paid within sixty (60) days of the due date, the Association will send a letter (“Notice of Intent to Lien”) by certified mail to the delinquent Owner’s addresses of record, including primary and secondary addresses provided to the Association by Owner.
9. This letter will comply with applicable law. This letter will be sent to the delinquent Owner at least thirty (30) days prior to recording a lien against the delinquent Owner’s separate interest. The cost of the letter will be billed to the delinquent Owner’s account.
10. An Owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent Owner in executive session within forty-five (45) days of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members, but less than a quorum, to meet with the Owner.

11. If the delinquent Owner fails to pay the amount set forth in the Notice of Intent to Lien (a) within thirty (30) days of the date of receipt of the Notice of Intent to Lien, or (b) in the event the delinquent Owner fails to submit a request to meet, as set forth in the Paragraph above, within thirty (30) days of the date of the receipt of the Notice of Intent to Lien, then the Board may resolve to record a lien against the Owner's separate interest. The delinquent Owner will be charged for the lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Owner will be recorded together with the lien.
12. A copy of the recorded lien shall be sent via certified mail to every person who is shown as an Owner of the separate interest in the Association's records no later than ten (10) days after recordation. Notices shall also be sent to any secondary address provided by Owner.
13. After recordation of a lien, all subsequent payments made by personal check will be held for posting pending verification of funds and clearance by the bank.
14. If an Owner is delinquent for thirty (30) additional days after the lien has been recorded, the matter will be referred to the Association's attorney or collection agent, and the lien may be forced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. Costs associated with the preparation of documents required to open the case file with the attorney or collection agent will be the responsibility of the delinquent Owner.
15. No assessment lien may be foreclosed until (a) the amount of the delinquent assessments secured by the lien (exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds \$1,800.00, or (b) the assessments are more than twelve (12) months delinquent. If the Association chooses to foreclose a lien under these circumstances, it shall, prior to foreclosing, offer the Owner an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of alternative dispute resolution is the Owner's choice; however, binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.
16. The decision to initiate foreclosure of a lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a lien must be by a majority vote of the Board members in executive session, and the Board's vote shall be recorded in the minutes of the next regular session meeting. The Board shall maintain the confidentiality of the Owners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the Owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.
17. The Board shall provide notice of its decision to foreclose on an assessment lien by (a) personal service to the Owner if the Owner occupies the separate interest, or to the Owner's legal representative, or (b) first class mail, postage prepaid, at the most current address for the Owner shown on the books of the Association, including primary and any secondary address provided by Owner, if the Owner does not occupy the separate interest.
18. A nonjudicial foreclosure is subject to a ninety (90) day right of redemption.
19. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.
20. The mailing address for overnight payment of assessments is:  
  
Cypress Village Homeowners Association  
c/o Brightside Management  
11355 Matinicus Ct.  
Cypress, CA 90630
21. The Association may alternatively file a civil action in Small Claims Court.

22. In the event that the Association files an action against an Owner for unpaid Assessments, and that separate interest is, or becomes rented or leased at any time during the pendency of the action, the Association shall have the right to request that the Court order Owner to assign all rents due from the renter/lessor of the separate interest to the Association until such time as all Assessment delinquencies are cured.

Adopted by the Board of Directors on October 26, 2022

## **NOTICE ASSESSMENTS AND FORECLOSURE**

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

## **ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code).

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code).

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

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

## PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code) The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

## ALTERNATIVE DISPUTE RESOLUTION

### **1369.510. As used in this article:**

- a. "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
- b. "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
  - (1) Enforcement of this title.
  - (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
  - (3) Enforcement of the governing documents of a common interest development.

### **1369.520.**

- a. An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
- b. This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.
- c. This section does not apply to a small claims action.
- d. Except as otherwise provided by law, this section does not apply to an assessment dispute.

**1369.530.**

- a. Any party to a dispute may initiate the process required by Section 1369.520 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
  - (1) A brief description of the dispute between the parties.
  - (2) A request for alternative dispute resolution.
  - (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
  - (4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.
- b. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
- c. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

**1369.540.**

- a. If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
- b. Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
- c. The costs of the alternative dispute resolution shall be borne by the parties.

**1369.550.**

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

- a. The period provided in Section 1369.530 for response to a Request for Resolution.
- b. If the Request for Resolution is accepted, the period provided by Section 1369.540 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 1369.540.

**1369.560.**

- a. At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:
  - (1) Alternative dispute resolution has been completed in compliance with this article.
  - (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
  - (3) Preliminary or temporary injunctive relief is necessary.
- b. Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

**1369.570.**

- a. After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision of Section 68603 of the Government Code.
- b. The costs of the alternative dispute resolution shall be borne by the parties.

**1369.580.**

In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of Section 1354, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

**1369.590.**

- a. An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:  
"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."
- b. The summary shall be provided either at the time the pro forma budget required by Section 1365 is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process, as required by Section 1363.850.

## INTERNAL DISPUTE RESOLUTION

### 1363.840. Statutory Dispute Resolution Procedure

- a. This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- b. Either party to a dispute within the scope of this article 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 a member of the board to meet and confer.
  - (4) The parties shall meet promptly 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) 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.
- c. 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.
- d. A member of the association may not be charged a fee to participate in the process.

### 1363.850.

The notice provided pursuant to Section 1369.590 shall include a description of the internal dispute resolution process provided pursuant to this article.

- (1) The association's board of directors shall designate a member of the board to meet and confer.
  - (2) The parties shall meet promptly 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.
  - (3) 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.
- 1. 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.

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

### **1363.850.**

The notice provided pursuant to Section 1369.590 shall include a description of the internal dispute resolution process provided pursuant to this article.

## **TRANSFER OF DOCUMENTS ON RESALE OR RENTAL**

1. Resales - California Law requires that the seller transfer to the new owner a copy of the CC&R's, Bylaws, Articles of Incorporation, and financial data covering the Association's long-term reserve accounts, and that the failure to do so could result in a \$500.00 fine and payment of reasonable legal fees.
2. Keys and Pool Tags - Keys and Pool tags must be transferred to the new owner at the time of sale. Additional pool key and tags may be purchased from On site Manger. (See Recreation Facilities Rule)
3. Rentals - The homeowner (lessor) is responsible for the conduct of the renter (lessee) on Association property (i.e. compliance with the CC&Rs and the Association Rules and Regulations). The lessor also must ensure that the lessee receives the pool keys, the ID tags, and a copy of the "Association Rules and Regulations." Lessor must provide proof to the Board that the lessee has been given a copy of the Association Rules and Regulations. Copies of the rules and regulations are available at the office for \$5.00 per copy.

## **CVHA BIDDING PROCEDURE**

### **PURPOSE:**

Establish guidelines for the procurement of goods and services which meet a standard of quality for a reasonable cost.

### **WHEN TO BID:**

1. Current contractor performance is unsatisfactory.
2. Existing bid amount is unreasonable - too high.
3. Total amount exceeds \$5,000.00.
4. Request by CVHA Board of Directors.

### **PROCEDURE:**

1. Establish scope of work approved by the Board of Directors.
2. Select a minimum of 3 qualified bidders. All contractors must be state licensed. Each bidder is to supply 3 references for work performed for a major client.
3. Bids are to be mailed in a sealed envelope to the attention of the Board of Directors with a code identifying the bid on the front of the envelope.
4. All bids are to be opened by the President in the presence of four additional Board members, who are to each sign and date each bid.
5. Unsuccessful bidders are to be notified by the On-Site Manager.

## CVHA NEWSLETTER GUIDELINES

### PURPOSE:

1. Official regular communication vehicle for association business.
2. Limit Association liability by regularly informing members of rules and regulations and changes thereto.
3. Public notice of Association activities.
4. To create a feeling of belonging and community spirit.

### CONTENT:

1. CVHA Board Actions - Monthly
  - a. Resolutions
  - b. Financial Report
  - c. Committee Appointments
  - d. Committee Reports
  - e. Manager Report
  - f. Officers and Personnel
2. Publication of Association Rules
  - a. Rule Procedures - annually, (Jan)
  - b. Architectural Guidelines - semiannually, (Feb. & Aug.)
  - c. Pool, Tennis Court & Game Room (Mar & Jun or Apr & Jul.)
  - d. Parking - quarterly, (Mar, Jun., Sep, Dec.)
  - e. Dogs, Greenbelts, Trash - as necessary
  - f. Any Rule Changes - when appropriate
3. Association Activities
  - a. Painting Schedule - Jan
  - b. Parking Tickets, Towing etc.- monthly
  - c. Rule Violations - as appropriate
  - d. Community Affairs - monthly
  - e. Neighborhood Watch - as village activities dictate
  - f. Activity Group Reports - as submitted, (about 1/2 page each)
  - g. Calendar - monthly
4. Advertising - Rates are determined by the Board of Directors and published in the Newsletter.

### DISTRIBUTION:

~~The Newsletter is hand delivered by volunteers each month to all addresses within Cypress Village. It is mailed each month to the offsite owners so they will be informed.~~ The Newsletter is emailed to all homeowners and residents each month. It is mailed to each homeowner that specifically requests a mailed copy.

**NEWSLETTER PROCEDURE:**

<b>COMMITTEE INPUT</b>	<b>MANAGEMENT INPUT</b>	<b>NEWSLETTER PRINTER INPUT</b>
Write Articles as per Board meeting items. As needed (example: nominating committee volunteer, election update, etc.)	Provide articles as per AMP Calendar	Set –up newsletter articles and advertisements.
Obtain Committee Report summary from committee Liaison	Provide suggestions and recommendation for articles to committee	Provide a copy for proofreading prior to printing.
Forward articles input to onsite office by 3 <sup>rd</sup> Friday of the month.  All articles preferably store on a disk as Microsoft Word	Verify Calendar prior to print	Print the newsletter; call committee liaison when newsletter is ready. Drop the newsletter at the onsite office
Proofread newsletter prior to print	<del>Obtain Resolution from AE by 3<sup>rd</sup> Friday of the month, via Email</del>	
Call Volunteers for collating	<del>Obtain stamps, envelopes and labels for offsite mailing</del>	
Call Volunteers for Distribution		

## **ELECTION AND VOTING RULES**

**(California Civil Code Sections 1363.03 and 1363.04)**

### **1. INTRODUCTION**

These Election and Voting Rules (“Rules”) establish certain procedural rules for the successful management of membership meetings and implement the relevant provisions of the Association's Bylaws, the California Civil Code, and the California Corporations Code concerning membership elections and membership voting. These Rules shall become operative July 1, 2006.

### **2. EQUAL ACCESS**

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

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

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

Association funds shall not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. As set forth in Civil Code Section 1363.04, for the purposes of this section "campaign purposes" include, but are not limited to, the following:

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

Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, excepting the ballot and ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one for which subdivision (a) of Civil Code Section 1363.03 requires that equal access be provided to another candidate or advocate.

### **4. CANDIDATE QUALIFICATIONS AND NOMINATION PROCEDURES**

Only resident Members in good standing are qualified to be elected to the Board of Directors. A candidate who is qualified to serve on the Board shall be entitled to nominate himself or herself for election by submitting his or her name as a candidate using the candidacy form prescribed by the Association, provided the form is received by the date prescribed. Pursuant to Article V of the Bylaws, the Board of Directors shall appoint a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more members of the Association, who may or may not be Board members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. In addition, nominations (including self-nominations) to be elected to the Board may be made from the floor of any meeting of the Members at which directors are to be elected; provided, however, only those who give their consent to be nominated may be nominated. “Write-in” candidates on the secret ballot are permitted, provided the “write-in” candidate gives his or her consent in writing to be nominated, or is present at the meeting to accept a nomination.

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

Each membership in good standing shall be entitled to one (1) vote per unit, provided that cumulative voting shall be used in connection with the election of directors. A Member whose membership rights are in suspension on the record date for voting is not in good standing and is not entitled to vote. See Article VII, Section 1(b) of the Bylaws concerning suspension of voting privileges.

## **6. INSPECTORS OF ELECTION**

In accordance with Civil Code Section 1363.03, the Board of Directors shall appoint either one (1) or three (3) independent third parties to serve as Inspector(s) of Election. An "independent third party" includes, but is not limited to, (a) a volunteer poll worker with the county registrar of voters, (b) a licensee of the California Board of Accountancy, (c) a notary public, (d) a member of the Association who is neither a director, a candidate for election as a director, nor related to a director or candidate for election as director, (e) a person who is currently employed or under contract to the Association for any compensable services, including, but not limited to, the Association's managing agent or accountant. The Inspector(s) of Election shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. The decision of a majority of the Inspectors shall control. To the extent permitted by law, the Inspectors may appoint additional person to assist them in counting and tabulating votes.

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

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

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

Membership voting regarding assessments, election of members to the Board of Directors, amendments to the governing documents, and the proposed grant of exclusive use of common area pursuant to Civil Code Section 1363.07 (hereinafter "Secret Ballot Topics") shall be conducted through secret ballot procedures in compliance with Civil Code Section 1363.03. The Association will not distribute proxies in connection with Secret Ballot Topics, and the Inspector(s) of Election shall be entitled to invalidate any proxy or other document purporting to cast a Member's vote used in connection with Secret Ballot Topics that does not comply with these Rules and applicable law, including the secret ballot procedures set forth in Civil Code Section 1363.03.

A Member may cast his or her vote on a Secret Ballot Topic in person at a meeting, provided the Member casts the vote using a secret ballot in compliance with Civil Code Section 1363.03. In the event the required quorum is not attained at an initial or adjourned meeting at which secret ballots will be used, and in the event the meeting is adjourned to another date, all secret ballots cast shall carry over until quorum is attained.

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

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

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

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

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

- A. Unless otherwise provided in the Notice of Meeting or the Ballot solicitation, as applicable:
  - 1. The voting period for Secret Ballot Topics shall commence when the first ballot is mailed or delivered to an Association Member, and shall end at such time as the Inspector(s) of Election determine the polls close;
  - 2. With respect to voting at membership meetings on topics other than Secret Ballot Topics, the voting period shall commence at the meeting at such time as the chairperson declares the voting period open and shall end at such time as the Inspector(s) of Election shall determine the polls close; and
  - 3. With respect to voting through a mail-in ballot on matters other than Secret Ballot Topics, voting shall commence when the first ballot is mailed or delivered to an Association Member and shall end at such time as is specified on the ballot.
- B. A ballot shall be irrevocable upon the Association's receipt of the ballot.
- C. All questionable proxies and ballots are to be separated for a determination of validity by the Inspectors.
- D. If the number of votes cast on a ballot or proxy exceeds the number of permissible votes, the ballot or proxy, for voting purposes, shall be invalid and shall not be counted, but shall be counted for quorum purposes only.
- E. When a voting box for a candidate is "checked" or otherwise marked by a non-numerical symbol (e.g., an "X"), and it is the only box "checked" or marked, all of the member's votes shall be counted for that candidate. When fewer boxes are "checked" or marked by a non-numerical symbol on the ballot than the number of directors to be elected, the count shall be one vote per "check" or mark not to exceed the number of authorized votes.
- F. If votes are cast on a proxy, but the Member failed to check the box indicating that the proxy is to be voted in accordance with the Member's instructions, the votes cast shall be counted as marked by the Member, provided there are no conflicting instructions on the proxy and the proxy is otherwise valid.

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

Sealed ballots shall be returned to the Association's management company in accordance with the procedures set forth in the instructions mailed to the Members. Sealed ballots at all times shall be in the custody of the Association's management company until provided to the Inspectors of Election for opening, counting, and tabulation. After the tabulation of the ballots, custody shall be transferred to the Association's management company.

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

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

## **PRINTING/PHOTOCOPYING POLICY**

**Adopted at October 2010 Meeting**

This policy is to clarify the procedure and fees to be charged for copies/photocopying made by the onsite Staff at the request of residents, committee members and CVHA Directors.

1. Copies of Association records and documents for Homeowners and Residents will be charged at the rate of \$.15 per page. Note that two-sided documents will be charged as two pages.
2. Prior to copies being made, Homeowners or Residents will be advised of the total cost for copies, and will need to pay in advance of copies being made.
3. Committee or Directors requesting copies for Association related activities will not be charged. To monitor copy activity and costs, copies made at the request of Committee members or Directors will be logged by Management for review by the Board of Directors and Committee Chairs.
  - a. A copy of the log will be maintained at the onsite office. The log will include the following items.
    - i. Person's name requesting copies
    - ii. Committee Name or Board
    - iii. Date of request
    - iv. Copy Project Name
    - v. Copy Project Description
    - vi. Number of Copies
4. Please be advised that the Association Records are provided consistent with civil code section 1365.2.

## C. ASSOCIATION MANAGEMENT

### MANAGEMENT FIRM

The management firm's responsibility is to conduct the business of the Association within these Association Rules and Regulations and as specifically contracted for and documented in the "Full Service Management Agreement" between the Company and the Association.

1. Provides an On-Site Manager who performs those management functions which are most conveniently conducted On-Site.
2. Handles routine and emergency service requests from homeowners, through the On-Site Manager or, in the On-Site Managers' absence, through a 24-hours service phone number which is published in the newsletter.
3. In conjunction with the On-Site Manager, places purchase orders for equipment, tools, appliances, materials and supplies as are necessary to properly maintain the property.
4. Prepares a preliminary operating budget showing the anticipated receipts and disbursements for each new budget year. (This report is used as an aid and supporting document by the Association's Finance Committee and Board of Directors in formulating the Association's annual budget.)
5. Collects all monthly assessments due from CVHA members and, under authorization of the Association, instigates legal action to collect on delinquent accounts.
6. Handles deposit of monies in the Association checking and savings accounts.
7. Furnishes the Association, monthly, with an itemized list of all delinquent homeowner accounts.
8. Receives all accounts payable and makes disbursements pertaining thereto.
9. Issues a detailed monthly financial statement and complete check register showing the actual income and expenses to the budget.
10. Places and keeps in force all forms of insurance needed to adequately protect the Association, or as required by law.
11. Keeps the Association abreast of new developments and legal rulings in the operation of the Association.
12. Prepares for execution and filing by the Association all forms, reports, and returns required by law.
13. Acts as custodian of the official corporate records of the Association.
14. Maintains a current computerized list of residents and makes the record changes as are appropriate in connection with all transfers of ownership.
15. Provides administrative services to the Board of Directors for all written correspondence.
16. Provides miscellaneous services such as copying the Association records, and printing of election ballots, proxies, general letters to the membership, monthly assessment billings, mass mailings to the members, etc., as directed by the Board.
17. Attends the Association Annual Meeting and the monthly Board of Directors meetings, and records the official corporate minutes of these meetings.

## ON-SITE MANAGER

The On-Site Manager is an employee of the Management Firm. The manager's office is located in the Large Recreation Center (LRC) at 11355 Matinicus Court. The manager performs duties as outlined below and other tasks as directed by the Board of Directors.

1. Receives and processes maintenance requests from homeowners and maintains a work request suspense file and follow-up to ensure timely action.
2. Handles Recreation Building reservations, deposits, and inspections.
3. Issues Recreation Facility use identification tags (ID tags) and pool keys.
4. Assists in monitoring rules and regulations, violations, and reports the same to the Board of Directors.
5. Assists the Architectural Committee in monitoring the architectural standards.
6. Assists in the planning and implementation of preventive maintenance programs.
7. Coordinates and monitors major contract events such as the painting program and special landscape projects.
8. Coordinates access for vendors to make repairs or provide service on Association property.
9. Monitors vendors for compliance with contract specifications.
10. Receipts for all material delivered to the property.
11. Verifies service invoices for all non-routine items.
12. Meets with vendors when necessary to keep them advised of problem areas and Association desires.
13. Maintains the Association's bulletin board.
14. Maintains a lost and found depository.
15. Presents a monthly status report at the regularly scheduled Board of Directors meeting.
16. Assists the NEWSLETTER Committee by acting as focal point for receipt of articles and classified advertisements.

## LOST AND FOUND

1. The On-Site manager will maintain a lost and found drawer or box in the Large Recreation Center for articles turned in.
2. Persons turning in clothing or valuables (such as wallets, purses, jewelry, watches etc.) will be issued a receipt upon request. The items will be kept for three months and if they are not claimed in that period of time, the person turning it in can claim the item.
3. All unclaimed items will be turned over to a local charitable group.

## D. PROCEDURES FOR RULE ENFORCEMENT

The Association Rules and Regulations are governed by Article II, Section 1, Item B and Article VI, Section 1 of the Declaration of Covenants, Conditions, and Restrictions; and Article VII, Section 1, Items (a) and (b) of the Bylaws of the Association.

### INFRACTIONS SUBJECT TO LEGAL ACTION (CC&R VIOLATION)

**(Amendment approved at August 25, 2004 meeting)**

**Purpose:** In order to enhance the sense of community, community interests, and the responsibility of homeowners in maintaining those community interests implicit in the CC&Rs, signed and accepted by all homeowner in Cypress Village, the following enforcement procedures for Parking\*, Facilities and Grounds, Architectural and CC&Rs violations are instituted:

\*(parking enforcement procedures are covered under the parking guideline)

1. Any Cypress Village homeowner who is in violation of a provision in the Cypress Village Homeowners Association CC&Rs will be informed about the violation through an initial letter from management indicating the nature of the violation, a response procedure for addressing the violation issue, remediation, and possible consequences for non-compliance.
2. If, **after fourteen (14) days**, the decreed violation has not been addressed to the complete satisfaction of management, a second letter from management will be sent to the offending party requesting a written response as to why the decreed violation has not been addressed and/or remedied.
3. If, **after thirty (30) days**, the violation has not been remedied to the satisfaction of management, the mater will be directed to the Board of Directors for their deliberation and action, and the offending party will be so notified of this action in writing. The Board of Directors may require the offending party to attend a hearing on the violation matter. If the Board of Directors, at the conclusion of the hearing determines by consensus and/or by vote that there is noncompliance with the CC&Rs provision under consideration, they will determine what course of action is needed to address the violation including, but not limited to a monetary penalty.

## INFRACTIONS SUBJECT TO FINE (ASSOCIATION ADOPTED RULE VIOLATION)

### RULE ENFORCEMENT

**Purpose:** Enforcement of the rules and regulations should be fairly and equitably enforced as to all residents of Cypress Village to promote the safety and enjoyment of life for all residents there are three categories of rules to be enforced:

Parking (see Parking Rules in the Rules and Regulation booklet)

Facilities, Grounds and Architecture

### AT BOARD OF DIRECTORS MEETING on JANUARY 23, 2008 Board Adopted following PARKING VIOLATION FINE POLICY

Resolved: That the Cypress Village Homeowners Association Board of Directors resolved that a violation of Section 1 of the CVHA Parking rules be fined as a minor offense as defined under section D. PROCEDURES FOR RULE ENFORCEMENT of the Rules and Regulations.

### ENFORCEMENT FOR RULES GOVERNING THE FACILITIES AND GROUNDS OF THE ASSOCIATION

#### Minor Offenses:

Violation of rule does not result in damage to property of the Association in excess of \$100.00 and/or threat of harm, or actual harm to others (i.e. failure to present a pool tag upon request of pool monitor.)

<b>First Violation</b>	Written Warning
<b>Second Violation</b>	Written Notice of Rule Violation Hearing before the Board of Directors Imposing fine of \$25.00 if appropriate
<b>Third Violation</b>	Written Notice of Rule Violation, Notice Hearing before the Board of Directors Imposition of \$250.00 if appropriate dependent on the nature of the violation

Violations for MINOR offenses to be expunged after 6 months from offense.

#### Significant Offenses:

Violation of rule resulting in damage to property in excess of \$100.00, or violation of rule resulting in physical harm to others with or without damage to property.

<b>First Violation</b>	Written Warning Hearing before the Board of Directors Imposition of \$100.00 if appropriate
<b>Second Violation</b>	Written Notice of Violation Hearing before the Board of Directors Imposition of fine of up to \$230.00 if appropriate dependent on the nature of the violation, plus cost of repair or replacement of property damage.

**Aesthetic Violations:**

Failure to take in trash cans, maintain property

<b>First Violation</b>	Written 'advice warning' to remedy violation within 20 days
<b>Second Violation</b>	Written Notice of Rule violation to remedied within 30 days of second notice
<b>Third Violation</b>	On 61 <sup>st</sup> day if violation not remedied:  Hearing scheduled before the Board of Directors  Imposition of a fine up to \$25.00 will be levied  Notice of Intent that Association will remedy violation at Homeowners expense if not remedied by date certain.

**Chronic Violations:** (Repeatedly violations)

Written Notice of Violation  
Hearing before the Board of Directors  
Imposition of fine of up to \$250.00 dependent on the nature of the violation, plus cost(s) associated with remediation of violation (example: failure to paint garage door or cost to trim trees)

**Failure to Submit Request for Approval of Architectural Improvement or to comply with Previously Approved Requests:**

Written Notice of Violation  
Hearing before the Board of Directors  
Imposition of fine of up to \$250.00 dependent on the nature of the violation, plus cost(s) associated with remediation of violation which may include costs incurred by the Association to arrange for remediation, i.e. costs to management to arrange for vendor to perform the work required, plus cost of materials and supplies (e.g. paint, stucco etc)

All Notices of Violations maybe be appealed in writing directly to the Board and such appeals must be received at the Association's' Office within 14 days of the Notice.

If an appeal is taken the Board, upon majority vote may with or without hearing unless otherwise specified, vacate the Violation, Issue a Notice of Denial of appeal, or set the matter for hearing or for further investigation, solely at their discretion.

Homeowners are directly responsible for the Actions of their tenants.

## E. GENERAL RULES

### GREENBELTS

To help ensure that the green belts and homes are protected from unnecessary damage, the following restrictions apply to the use of all greenbelts:

1. Use of bats or golf clubs is not permitted.
2. Kicking of balls in the air is not permitted.
3. Competitive team sports are not permitted.
4. Boisterous activity or any other activity that could result in damage to the Association or homeowner property is not permitted.
5. Leaving trash in the common areas and along streets and ways is prohibited and is subject to the littering laws of the City of Cypress and the State of California. Please pick it up, thanks.

### PETS

City and County leash laws apply and pet owners are required to obey all posted signs. Loose dogs may be picked up by the Humane Society or the Orange County Animal Control.

Dogs found in the pool area are subject to immediate impoundment by the City, and the owners are subject to stiff fines and loss of recreational use privileges. State health laws must be adhered to.

The Association dog rule is similar to the ordinance adopted by the City of Cypress:

"No owner or resident of any unit or units in Cypress Village having the charge, custody, control, or ownership of any dog(s) shall permit either willfully or through failure to exercise due care or otherwise, any dog to defecate and to allow any such feces to remain on any common area, or anywhere else within the development known as Cypress Village Homeowners Association. Persons described above shall have in their possession a suitable disposable bag or container for the purpose of complying with the feces removal requirement. Notwithstanding anything herein or elsewhere contained, any person(s) violating this provision shall pay to the CVHA a fine in the amount not to exceed \$100.00 for each violation hereof including and commencing with the first violation."

It is the responsibility of a dog-owner to clean up any mess left on the common grounds. Owners not complying with this rule shall receive a "Dog Owner Violation" and are subject to the fines as stated in the above paragraphs.

### DOG REGISTRATION RULE

At the July 23, 2008, Board meeting, the Board of Directors has adopted to add these rules to the General Rules and Regulations, under Section E, PETS. The intent of the rules is to ensure the safety of residents and pets within the Village.

All dogs shall be registered with the Association. Dog owners shall provide the Owner's name, address and phone number, the name and breed of the dog, and the current County of Orange License number. New residents will have 30 days to complete the registration. (See Fig. 6)

All dogs will wear identification at all times.

All dog owners will ensure that their patio gates lock and are in good repair, to ensure the safety of the pet.

Violation of these rules will be treated as "minor" infraction, subject to the adopted schedule of fines.

### BICYCLING

There is adequate safe street area for bicycle riding for all age groups. Bicycling is permitted on sidewalks if done in a safe and prudent manner. Pedestrians have the right-of-way. Parents are requested to advise children to ride in a careful manner.

## **SIDEWALKS**

Southampton, Grand Manan, Knott, Orangewood, and Holder sidewalks are the property of the City of Cypress. All other sidewalks in the community are Association property. Sidewalks are for pedestrians. Persons roller skating, riding bicycles, scooters and skateboarding on these sidewalks are expected to do so in a safe manner, to be especially careful when approaching a pedestrian, and to proceed slowly past the pedestrian.

## **MOTOR SCOOTERS**

Motorized vehicles, electric or gas powered are not allowed on CVHA maintained sidewalks or common areas, for which CVHA is responsible for hardscape/landscape maintenance. The only exception “electric vehicle used by handicapped individuals.”

## **SPEED LIMITS**

The State of California speed limits are to be observed by homeowners and guests at all times. California Vehicle Code Section 22352 Prima Facie Speed Limits:

- a. Speed limit on any alley, courts or ways is 15 mph.
- b. Speed limit on any residential street is 25 mph.

## **VEHICLE REPAIR**

Vehicles may not be repaired on public streets or in the parking stalls (Section 16-57, City of Cypress Traffic Ordinance). This also applies to courts and alley ways. Violators are citable by police action and/or Association disciplinary action.

## **GARAGES**

Garages may not be used as recreation rooms or for purposes of conducting a business.

Residents not in compliance with this rule are in violation of city ordinances, and in addition, are subject to possible legal action by the Association. Garage doors are to be closed except when vehicles are entering or exiting.

## **TRASH CONTAINERS**

The Trash containers or bulky goods shall not be placed out for collection service before 6:00 p.m. on the day before the regularly scheduled collection day and they shall be put away by 1 a. m. of the day following the collection day. (Cypress City Ordinance)

The Trash containers must be kept inside an enclosed or screened area at all times, excluding the scheduled collection day. They must not be visible from the public right-of-way. (Cypress City Ordinance)

If the containers are left outside for longer periods the Association will notify both the Owner and the City of Cypress

## HOME BUSINESS PERMITS

To operate a business from a residence within the Cypress Village Homeowners Association requires the authorization of the Board of Directors and a permit from the City of Cypress. The homeowner must submit the Home Business Application. (See Fig. 7) The approval of the Cypress Village Homeowners Association Board of Directors must be obtained before applying to the City of Cypress for a business permit.

1. To begin the process of applying for a home business permit, include your name, address, phone number, and purpose of business (describe in as much detail as possible) direct your correspondence to the Cypress Village Homeowners Association Board of Directors.
2. Guidelines regarding home business are the following:
  - a. The garage may not be used for purposes of conducting a business.
  - b. The business must not infringe on the privacy of other homeowners.
  - c. The business can not generate additional vehicle or foot traffic within the development.
  - d. Permits required by the City of Cypress are the responsibility of the homeowner.
3. For a prompt reply, please have your request for Board of Directors authorization delivered to the Association office as early as possible.
4. After getting permission from the Board of Directors you will need approval from the City of Cypress. For further information, call the City of Cypress Planning Department at (714) 229-6712.

## SIGNS, INCLUDING "FOR SALE, LEASE, RENT"

No signs are allowed in the parkways or greenbelt areas except for directional signs (open house, garage sale, party), which must be posted and removed the same day of the event. Signs left overnight will be picked up by the Association.

The following are the Rules and Regulations regarding the placing of "FOR SALE, RENT OR LEASE" signs within Cypress Village.

1. ONE (1) sign per home.
2. Signs shall be stake type only. No post signs will be permitted.
3. The sign may be placed in the front or at the rear of the unit.
4. No "FOR SALE/LEASE/RENT" or other signs shall be nailed to the exterior of the unit or garage.
5. No more than one (1) 6" x 18" rider shall be attached to the sign.
6. The "FOR SALE" sign shall be removed within a reasonable length of time after a "SOLD" notice is posted on the sign. The home is considered "SOLD" when the sale is reported to a Real Estate Board.
7. That **NO** "For SALE/LEASE/RENT" signs are allowed on the corner of Orangewood and Holder or the corner of Orangewood and Knott beginning June 28, 1989.



## F. RECREATION CENTER USE

The Recreation Buildings are for the use of the residents of Cypress Village Homeowners Association and their designated guests. All others, including fraternal organizations, church groups, clubs, companies, or any other organizations of which a resident is a member, must have prior approval from the Board of Directors. Requests will be reviewed on a case by case basis.

The rights of every member and authorized group to use the facilities of the Association go hand-in-hand with the same rights of others. Any individual or group abusing the rights of use granted under these Association Rules and Regulations may have those rights suspended at the discretion of the Board of Directors.

### GENERAL

1. Guests must be accompanied by residents upon entrance. Members will be held responsible for the conduct of guests and their observance of the adopted rules.
2. Children under six (6) years of age must be accompanied at all times by an adult or responsible teenager (unless participating in an Association-supervised or group-sponsored activity).
3. Pets, animals, bicycles, skateboards, etc., are not permitted within the building.
4. Behavior manifesting rough or boisterous conduct, profanity, personal assault, gambling, or immoderate use of alcohol are definitely prohibited and are all grounds for immediate expulsion by the Board of Directors.
5. Premises must be vacated by 11:00 p.m. Sunday through Thursday, and by 1:00 a.m. on Friday and Saturday and any day preceding a legal holiday.
6. Access to buildings is restricted to authorized entrances only. Anyone found "breaking in" is subject to trespassing laws or the suspension of use rights.
7. Anyone caught maliciously mistreating or vandalizing the facilities will automatically be referred to the local authorities for prosecution.
8. The reservation fee for the East/West clubhouses will be waived for the first four (4) reservations per household, per calendar year. Deposit and guard fee (if serving alcohol) are still required. Subsequent reservations are subject to the reservation fees outlined herein.

### SCHEDULING

1. The Recreation buildings are reserved on a first come, first served basis by any member of Cypress Village for social or recreational functions. Two (2) weeks advance notification is desired and reservations will not be taken before 90 calendar days prior to the scheduled event. If a resident desires to reserve the facilities more than four (4) times in any calendar year period, the group must be made up of 50% or more of CVHA residents. Any regularly scheduled function must be approved by the Board of Directors.
2. All reservations must be made in person or by telephone at the On-Site Manager's office Monday through Friday (except holidays). The requesting resident may be required to furnish proof that the resident's permanent mailing address is within the confines of CVHA.
3. A signed "CLUBHOUSE RESERVATION FORM" are required by the Association.
4. The Association requires the following deposits:
  - a. A damage and cleaning deposit of \$250.00 for the East and West small recreation centers and \$450.00 for the large recreation center is required to be posted with the On-site Manager no later than two weeks prior to the scheduled event. This deposit is refundable provided no damage to either the room, furnishings or equipment has occurred and that clean up by the Association was not required. The cost of damage and cleaning services will be deducted from the deposit.

- b. If, as a result of scheduled use, damages or clean up costs exceed the above damage deposits, the resident who reserved the facility will be held responsible for the difference.
5. In addition to the damage and cleaning, and, a non-refundable rental fee of \$100.00 is charged for the use of the Large Recreation Center located on Matinicus Court. There is no rental fee for the use of the Small East or West Recreation Centers.
6. At any function where alcoholic beverages are served, the Association requires payment for the cost of providing the services of one security guard. The cost is determined by the Board at the time of renewal of the contract with security companies.
7. The pools, saunas, game room and tennis court are not to be used for group functions. GUESTS SHALL BE RESTRICTED FROM THESE AREAS.
8. The responsible resident must be present AT ALL times during the use of the facility.
9. Consumption of alcoholic beverages by persons under the age of 21 or the use of an illegal substance by anyone is strictly prohibited.
10. Use of the Recreation Centers will be denied to all homeowners who are delinquent on payment of assessments over 60 days.
11. Smoking is prohibited in all of the Recreation Centers.

## **TEENAGE PARTIES**

12. Teenage parties are subject to the following additional conditions. Teenage parties are defined as those parties where over 50% of the guests are between the ages of 13 and 20, inclusive.
  1. The responsible resident shall post an additional \$200.00 damage and cleaning deposit.
  2. Pay to the Association the costs of providing two security guards for parties at the Large Recreation center or one security guard at the Small Recreation Centers.
  3. One parent for each 20 teenage attendees or portion thereof shall be present at all times.
  4. No alcoholic beverages or illegal substances are permitted.
  5. Any guest leaving the building during the party shall not be permitted to return.
  6. No one under the influence of alcohol/drugs will be permitted in the building.
  7. Parties shall not end later than 12 midnight on Friday and Saturday nights, and no later than 11:00 p.m. on weekdays.

## **ORGANIZATION AND CLUB ACTIVITIES**

The Cypress Village Homeowners Association does not sanction, approve of, and agree to, sponsor, and advocate that any group use the name Cypress Village. The Association disassociates itself from, and has no interest in any group that is now using or in the future uses the Cypress Village name.

## **SOCIAL CLUBS AND SPECIAL INTEREST GROUPS ORGANIZED WITHIN CYPRESS VILLAGE**

1. The Cypress Village Homeowners Association and its Board of Directors will not sanction any social Club or special interest group or its activities.
2. No social club or special interest group will choose as part of its name any reference to the Cypress Village Homeowners Association identity.
3. Prior to being authorized to utilize any Cypress Village Homeowners Association facilities the social club or special interest group must register with the Cypress Village Homeowners Association and have on file in the On-Site Managers office a list of responsible officers and a description of the type of activities the social club or special interest group will conduct. The social club or special interest group must consist of a minimum of 70% residents and membership must be open to all the Cypress Village residents.

4. Upon approval by the Board of Directors, any registered social club or special interest group may utilize either the East or West Recreation Centers free of charge for their meetings provided that the meetings have been previously scheduled, open to all residents of Cypress Village and are limited to Monday through Thursday. Use of facilities for meetings is limited to a maximum of once per week.
5. All rules and regulations regarding the use of these facilities must be adhered to or privileges may be revoked at the discretion of the Cypress Village Board of Directors.
6. Weekend use of either the East or West Recreation Centers may be authorized by the On - Site Manager two (2) times per year. Scheduling, fees and deposits will be the same as for residents of CVHA.
7. No usage of the pool or pool deck area is allowed to occur concurrent with a scheduled event by any resident or guest attending.
8. The Large Recreation Center can be reserved by any registered social club or special interest group provided the current fees and deposits charged the resident of CVHA are paid in advance. Use of the facility is limited to two (2) times per year.
9. Use of the Cypress Village newsletter to publicize registered social club or special interest group events or to record achievements is limited to a notation as to meeting or event time and place on the calendar of events, and up to a maximum of one half page within the body of the newsletter. All other publicity requested will be assessed the current rate for advertising charged the general population and must be paid for at the time of submittal.

## G. RECREATIONAL FACILITIES USE

Cypress Village HOA (CVHOA) maintains a variety of recreational amenities designed for the enjoyment, safety, and well-being of all residents. The Association currently offers three (3) pool areas, three (3) clubhouses, a multi-purpose room, and a pickleball/tennis court. These facilities are intended to promote community engagement and provide spaces for leisure, fitness, and social activities. The following rules and regulations establish the standards for appropriate use, access, and conduct within these areas to ensure they remain clean, safe, and accessible for all members of the community.

Access to all Association buildings and fenced recreational areas is restricted. Any individual who attempts to enter by force, "break in," or otherwise bypass gates, locks, or fencing will be subject to applicable trespassing laws and may have their recreational facility use privileges suspended.

### IDENTIFICATION TAGS (ID TAGS)

Identification tags are required to be worn or carried by residents and their guests while using the common-area recreational facilities, including the swimming pools, game room, and tennis court. These tags help ensure that only authorized individuals have access to the amenities.

To prevent overcrowding and ensure safety, each household may host up to four (4) guests at a time. Homeowners may purchase up to four (4) blue ID tags for resident family members, and up to four (4) yellow guest tags, at a cost of \$10.00 per tag. Replacement tags may be obtained through the On-Site Manager at the CVHOA office.

### RECREATIONAL FACILITY KEYS

Recreational Facility keys provide authorized residents with access to the Association's secured recreational amenities. These keys open all three pool areas, the Pickleball/Tennis Court complex, and the designated pedestrian Access Gates located throughout the community.

There shall be a non-refundable charge of \$200.00 for replacement of any lost recreational facility key. The non-refundable charge will double every time the replacement key is requested.

## POOL RULES

The following rules apply to the Main Clubhouse pool and pool area (to include the pool, wading pool, and spa); East Clubhouse Pool and pool area, and West Clubhouse Pool and pool area:

### GENERAL RULES AND OPERATIONS

1. **It is expressly stated that all persons entering any of the Association Pool areas (including but not limited to Pools, Pool Areas, Showers, and Bathrooms) do so entirely at their own risk.** The Association assumes no responsibility for any accident, injury, or any loss or damage to personal property in connection with such use.
2. **NO LIFEGUARD WILL BE ON DUTY AT ANY TIME.** Swimmers enter the pools at their own risk at all times.
3. Pool hours are from 6:00 a.m. to 10:00 p.m., seven days a week. Anyone entering the pool areas outside of those hours shall be considered trespassing, and may be subject to removal, legal action, suspension of pool privileges, and fines according to the Association Enforcement Policy.
4. If the pool lights become inoperative after dark, swimming is not permitted.
5. Only homeowners, tenants, and authorized guests are allowed access to the pools or pool areas. Homeowners are issued numbered pool keys and pool tags (one per person) and are required for access to the pool areas. Pool keys and tags should be kept in the possession of the users during facility use. Keys, tags and guest affiliation may be requested of pool users by the Management or authorized staff at any time while using the facilities. Each home is allowed up to four (4) guests. Any adult member allowing or giving access to the pool areas to any guest accepts responsibility and liability for said guest (child or adult). Non-resident homeowners must surrender their key and tags to their tenant.
6. In accordance with State of California regulations, anyone under 14 years of age must be accompanied at all times by a parent or responsible adult (18 years or older) in attendance.
7. Persons under the age of 14 may not use the spa without direct adult supervision.
8. Only children up to and including six (6) years of age are permitted in the wading pool. A parent or responsible adult (18 years or older) must be in attendance at all times, and said person may be in the wading pool with their children. Pool toys and play things are permitted as long as they are restricted to the wading pool area, and do not present a safety hazard to the children in the wading pool.
9. All gates and doors must remain closed and locked at all times. **DO NOT** prop open doors/gates or obstruct locks with chairs or other items to keep doors/gates open. Members caught tampering or damaging will be subject to fines and reimbursement for losses related to damage.
10. The pools may be heated on a schedule determined by the Board of Directors.
11. No loud or disturbing noise or music is allowed. Please be respectful of fellow pool patrons and homeowners who live near our pools.

### HEALTH AND HYGIENE

12. All persons are required to take a shower prior to entering the water. Any person using sunscreen, suntan lotion or oil should take an additional shower before entering the water. Please use waterproof sunscreens. ALL showers (including inside AND outside the club house) are intended for rinsing only and not for individual hygiene.
13. Swimsuits are required by all swimmers. No attire other than swimsuits may be worn by any person in the water. Light colored T-shirts, sun shirts, or rash guards may also be worn for sun protection. No garments with ragged edges or fraying are allowed. No nudity is allowed.
14. Children who are not toilet-trained are required to wear specially designed "swim diapers" to prevent accidental fecal contamination of the pool. Parents are required to notify management immediately of any fecal contamination of the pool or pool area. If a pool requires closure due to fecal contamination, the homeowner may be subject to fines according to the Association Enforcement Policy.
15. For your safety, pool areas are designated "DRUG AND ALCOHOL FREE ZONES." Smoking, vaping, e-cigarettes, consumption of alcohol, marijuana, THC-containing products, narcotics, or any other impairing substances shall be prohibited. Persons impaired due to alcohol or other substances are STRICTLY PROHIBITED from the pool areas.
16. Persons with colds, coughs, red or infected eyes, skin eruptions, open wounds, sores, diarrhea or bandages are not permitted in any pool, wader or spa. Band-aids are prohibited.
17. Spitting, spouting of water or blowing the nose in the pools are strictly prohibited.
18. The only objects permitted in the pools are the following: face masks, goggles, snorkels, life jackets, over arm flotation devices, unconnected pool noodles, kickboards, single use inflatable toys or retrieval toys specifically

designed for pool use. No oversized floating devices are permitted. Squirt guns and water cannons are expressly prohibited.

19. Dangerous behavior, games, or horseplay are prohibited. Examples include but are not limited to: running on the pool decks, horseplay and wrestling, horse and rider games, throwing children, standing or sitting on another swimmer's shoulders, tag games, dunking, pushing or pulling games, climbing, sitting on, or jumping from the fences or structures, shallow diving, and splashing other patrons.
20. Throwing of balls, frisbees, dive toys, or other objects is prohibited.
21. For your safety, diving is strictly prohibited. No diving from chairs, tables or other facility structures is permitted. ABSOLUTELY no back flips are allowed.
22. Food and gum are prohibited.
23. Beverages are permitted as long as they are in plastic or metal containers. GLASS CONTAINERS ARE STRICTLY PROHIBITED.
24. All trash, paper, cans, etc. must be placed in waste containers provided. Please clean up after yourself.
25. No pets are permitted in or around the pool area, with the exception of service animals.
26. Unauthorized entry into the pool area is strictly prohibited, including accessing the area by climbing, jumping or bypassing the gates or fences.
27. Bicycles, tricycles, skateboards, roller skates, roller blades, scooters, razors, or any other wheeled vehicles, are not permitted within the gated pool areas, with the exception of wheelchairs.
28. All bicycles, scooters or other wheeled vehicles must be parked outside in the bike lock area.

#### **ADDITIONAL RULES**

29. Additional pool rules and guidelines may be posted in the pool areas without notice.
30. The Board of Directors shall exercise complete operational control over swimming pools and have full authority to expel or exclude any person violating the Policies, Rules, Regulations, and Procedures. It is the responsibility of all Cypress Village residents to comply with these rules, and to be sure that their guests are also in compliance; we ask that you kindly notify the onsite Manager if you see any wrongdoing. Anyone found in violation of any of preceding rules may be subject to removal, legal action, suspension of pool privileges, and fines according to the Association Enforcement Policy.

## GAME ROOM

GAME ROOM ONLY AVAILABLE FOR THE RESIDENT USE IF THE POOL MONITOR IS ON SITE.

Use of the billiard and ping pong tables is restricted to persons at least fourteen (14) years of age except that children twelve (12) to fourteen (14) years of age may play when accompanied by a responsible adult or the monitor is in attendance.

Use of Game Room is not included with the rental of the Clubhouse. The Game Room is open during summer time when the Guard monitors are in attendance.

The following behavior is not permitted;

1. Fancy shots;
2. Sitting on the pool table;
3. Food or drinks in the room;
4. Smoking;
5. Horseplay.

### GAME ROOM RULES DURING PEAK USAGE:

The monitor shall place a sign up sheet in the billiard room for use of the billiard table and ping-pong table during peak usage times. During this time a one-hour time limit per table will be in effect.

Resident must bring their own ping-pong paddles, balls and sticks for the billiard table. **USE OF GAME ROOM WHEN MONITOR IS NOT AVAILABLE.**

When the monitor is out checking the other two pools the billiard room can remain open under following conditions:

1. A responsible person must be identified and be a member of CVHA.
2. The responsible person must be at least 18 years of age.
3. The responsible person must relinquish a form of ID to the pool monitor, (pool tag or other form of ID). In addition, as a security deposit, the pool key will be given to the pool monitor. Both of these items will be returned to them upon the pool monitor's return.

## **PICKLEBALL/TENNIS COURT**

1. **All persons entering/using the Association Tennis/Pickleball Court do so entirely at their own risk.** The Association assumes no responsibility for any accident, or injury, or any loss or damage to personal property in connection with such use.
2. The tennis/pickleball court is a private court. Use of the tennis court is limited to residents of Cypress Village and their guests.
3. Owners must be in good standing to reserve and use the pickleball courts, including being current on all fees and assessments and in compliance with all Association rules and regulations. Non-resident homeowners must turn their keys/tags over to their tenant(s).
4. Courts are for tennis or pickleball only. No other game or activity is allowed, including but not limited to scooters, skateboards, bicycles, toys, strollers, playpens, electric vehicles, and other vehicles.
5. The tennis/pickleball court is closed at 8:00pm or dusk whichever is first.
6. Courts are available on a first come, first served basis and limited to a maximum 2-hour time block. If other residents are waiting to play, a one-hour limit must be observed.
7. Courts may not be used when raining or where there is standing water on the court of play.
8. Courts may not be used for any purpose after sunset.
9. Proper attire is required at all times. Only rubber-soled shoes are permitted. Playing barefoot, in street shoes or sandals is prohibited.
10. No pets are allowed on the courts, and no pet may be tied to any gate or structure during play.
11. No glass containers are allowed on the pickleball courts.
12. No food, alcohol or tobacco products are allowed on the pickleball courts.
13. Children under the age of fourteen (14) must be accompanied by an adult. Homeowners are responsible for their children's actions.
14. No loud or disturbing noise or music is allowed. Please be respectful of fellow homeowners who live near our court.
15. No yelling, screaming, loud noises, profanity, or obscene language is prohibited.
16. Outside teaching professionals/coaches are not considered "guests." Anyone wishing to use a professional coach must contact the Association's management company before lessons begin to complete the necessary paperwork and provide proof of insurance for any and all coaches.
17. The court must be locked upon leaving. Any damage or vandalism due to leaving a gate unlocked may result in fines, cost of damages, and loss of court privileges for the homeowner.

## **ENFORCEMENT**

1. Homeowners, members of their family, and guests are required to comply with the rules and regulations as stated.
2. The Association's property management company is authorized and directed by the Board of Directors to enforce all rules and regulations.
3. Owners shall report violations to the Association's property management company. The Association's property management company shall provide a summary of violations to the Board of Directors on a periodic basis and upon request.
4. If a violation is observed and / or reported, the Association's management company will notify the Association Board of Directors. After investigation, if the violation has been substantiated, the violating individual will receive a communication regarding the violation requesting compliance with the rules. Homeowners found in violation of rules may be subject to fine and loss of court privileges.

## **CARE OF PICKLEBALL NET**

If you have finished your game and no one is waiting to use the pickleball court, please unlock all five (5) wheels, roll the net back to the side of the court, and lock all five (5) wheels. Failure to unlock & lock all wheels may result in damage to the equipment. Homeowners may be subject to the Association Enforcement Policy for any damages.

## H. PARKING RULES & REGULATIONS

(Board approved at September 23, 2009 meeting)

All residents of Cypress Village recognize our common need to maintain adequate guest parking to serve our guests. The CVHA Board has established parking rules and will commence strict enforcement of these rules and CC&R'S ARTICLE VIII Section 2. The Board, from time to time, may adopt a towing policy to enforce compliance hereof. Additionally, the Board shall have the right to take disciplinary action, including but not limited to the imposition of fines.

### 1. "CITY" STREETS, COURTS, ALLEYS OR WAYS:

- 1.1 All roadways in the town home and patio home areas are classified legally as alleyways and courts and are governed by City and State laws. There is absolutely **NO PARKING** at any time along the alleyways and courts except in marked spaces. To allow adequate clearance for fire and emergency equipment, there is absolutely **NO PARKING** in the emergency turn-around areas at or near the end of the alleyways or at the ends of the courts.
- 1.2 The City of Cypress police may ticket vehicles parked along the alleyways and courts and/or have the vehicles towed.
- 1.3 Capers Way and Breton Way are 3 lanes wide. Parking for up to 72 hours is legal on the north side of these Ways, which are also under the jurisdiction of the City of Cypress.
- 1.4 Parking stalls located on the "COURTS", are governed by the City of Cypress, and are under the same rules as City streets. The parking of ordinary passenger cars and light duty pick-up trucks are allowed to park on the City streets within the Association. Parking longer than 72 continuous hours is prohibited. City of Cypress Police Department, (714) 229-6600.
- 1.5 **NO PARKING ON THE GARAGE APRON. NO EXCEPTION!**

### 2. GARAGES:

- 2.1 "The garages shall be used for parking vehicles..." as stipulated by Cypress Village Covenants, Conditions and Restrictions (CC&R'S) ARTICLE VIII Section 2.
  - 2.1.1 Garages may be used for vehicle parking only.
  - 2.1.2 Garages may not be used for business purposes; operating out of or storage of items related to a business.
  - 2.1.3 Garages may not be converted for living, recreational or business purposes.
  - 2.1.4 Garages may only be used for vehicle repair if the garage door is closed.

### 3. GUEST PARKING:

- 3.1 All vehicles in Cypress Village shall comply with CC&R ARTICLE VIII Section 2 and all applicable California Vehicle Code and City of Cypress codes and requirements.
- 3.2 As stipulated by City of Cypress Conditional Use Permit #C-267, "All open off street parking stalls in the townhome areas, as well as in front of the East & West Clubhouses are for GUEST PARKING ONLY.
- 3.3 The Board of Directors has a fiduciary responsibility to enforce all community rules and regulations according to the Association's legal charter. Stipulated guest parking is for "guests only", and homeowners will be subject to citations and towing.

### 4. GUEST VEHICLE, DEFINED BY CVHA:

- 4.1 A Guest vehicle is a vehicle licensed, registered or operated by a driver who is not a resident of Cypress Village.
- 4.2 All Guest parking is available on a first come, first served basis between the hours of 6:00 a.m. and 12:00 a.m. midnight. Overnight Guest parking must be safelisted as indicated in Section 6 of the Parking Rules.
- 4.3 Guest parking is for guest vehicles only, with the following exceptions as noted below:

**4.3.1** A third resident vehicle registered to a Cypress Village address that has been added to the safelist (see below).

**5. PARKING LONG-TERM SAFELIST PROGRAM:**

- 5.1** A limit of one (1) parking longer-term safelist may be issued per address if all qualifications are met. Long-term safelists expire at the end of the calendar year in which they are issued and must be annually renewed, subject to all other qualification requirements. \$100 fees along with the Long-Term Safelist Registration Form for renewal must be received between October and December annually prior to the following renewal calendar year.
- 5.2** Being on a safelist does NOT guarantee a resident area parking space. All resident area parking spaces are available on a first-come – first-served basis.
- 5.3** Authorized safelist Does Not allow storing the vehicle in the common area.
- 5.4** In order to request and be considered to be on the safelist, a resident applicant must meet the following requirements:
  - 5.4.1** Complete and return a Parking Safelist Registration Form (“Registration Form”), pay the annual long-term safelisting fee noted on the Registration Form (which covers the mandatory garage inspection service and administrative costs of processing the parking safelist request), and sign and submit the Parking Safelist Agreement (“Safelist Agreement”). The Registration Form and Safelist Agreement can be obtained from Management.
  - 5.4.2** Each application must include a copy of each vehicle’s valid vehicle registration certificate;
  - 5.4.3** Applicants are subject to a mandatory garage inspection to verify that 2 vehicles are parked in the garage. Patrol Company will perform the garage inspection. Inspection fees are set by the patrol company and can be paid to Cypress Village HOA.
  - 5.4.4** At least two (2) vehicles must be parked in the garage. To be eligible for one (1) Safelist, the resident must have a minimum of three (3) vehicles, each with current DMV registration to a specific CYPRESS VILLAGE address, and three (3) licensed drivers. All three drivers must have their own vehicle, registered in their name, to the Cypress Village address they are requesting 3rd vehicle safe listing; with the following exceptions:
    - (A)** An individual 21 years of age or younger, with a valid California Driver’s License to a Cypress Village address, using their parent’s vehicle registered to that address.
    - (B)** If a vehicle is not registered with a Cypress Village address, the resident must be able to provide proof of residency for the registered vehicle owner. A current lease agreement (1 year lease at least) or utility can be accepted in lieu of registration not being in address of property. If the vehicle is a company issued vehicle then you must submit a copy of the vehicle registration along with a current paycheck stub only showing the company name, resident name.
  - 5.4.5** All vehicles in the garage are to be regularly driven, and not placed in the garage solely for storage and or warehousing purposes. Vehicles with authorized Safelist MUST be driven on regular basis. Receiving a Safelist Does Not allow for storing the vehicle in common area.
  - 5.4.6** Vehicles registered for off-road use only, watercrafts, trailers, recreational vehicles, commercial vehicles, oversized vehicles and other vehicles prohibited by the CC&Rs as stated at Article VIII, Section 2 Do Not qualify for participation in the Parking Safelisting Program.
  - 5.4.7** Commercial vehicles do not qualify for parking safelist. Commercial vehicles will not be issued parking safelist; however, they do qualify as a garaged vehicle ONLY. Commercial vehicles shall mean any vehicle of a type required to be registered under the California Vehicle Code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property, or as otherwise defined by the City of Cypress Municipal code. | Revised 04.24.2024
  - 5.4.8** Recreational vehicles will not be issued parking safelist. Recreational vehicles are defined as, but are not limited to, vehicles like the following:

- Motor homes
- Unlicensed vehicles
- Personal watercraft
- Boats
- Trailers of all types
- Aircraft

**5.4.9** Oversized vehicles do not qualify for parking safelisting. Oversized vehicles include, but are not limited to, vehicles that do not otherwise fit within a garage.

**5.4.10** Unit Owners must be current on all monthly dues, assessments, fines, collection costs, etc., at all times to be eligible to receive and maintain a safelisting.

**5.4.11** Parking safelist can be revoked at any time at the discretion of the Association’s designated patrol company, the Property Management, or the Board of Directors, if any of the terms or guidelines of the safelist program are not followed accordingly.

**5.5** Authorization to be safelisted is at the discretion of Cypress Village.

**6. HOW TO REGISTER QUALIFIED VEHICLES FOR GUEST PARKING:**

**6.1** Day guests do not require a safelist. Guest parking areas are first come first served basis between the hours of 6:00 a.m. to 12:00 a.m. midnight. To safe list a guest vehicle see last page instruction “ALLIED UNIVERSAL GATE SAFE-LISTING (OVERNIGHT GUEST PARKING REGISTRATION).”

**6.2** Once a property owner(s) guest vehicle is registered, a guest vehicle may park up to a maximum of 7 days within a calendar month per property address. If a guest will exceed the days allowed, contact management to request an extension. Extensions are at the sole discretion of the Board of Directors or designated agent.

**6.3** Resident vehicles may not be placed on the safelist. Safelist is designed for guest vehicles only.

**6.4** To safelist a guest vehicle, please visit <https://cypressvillage.org/parking-street-sweeping/> for current Parking Patrol company information and procedures.

**7. VIOLATION ENFORCEMENT:**

**7.1** Any vehicle parked in violation of the CC&Rs or these Parking Rules and Regulations is subject to citation and/or immediate tow at vehicle owner’s expense. For violations of these parking rules, a vehicle will be cited for the first two offenses and towed on the third offense (annually), in addition to being subject to monetary penalties per the Associations enforcement policy.

**7.2** Action to enforce compliance with Conditional Use Permit #C-267 and CC&R | Revised 04.24.2024 ARTICLE VIII Section 2 will be taken by Parking Enforcement Contractor by the use of a “Notice of Violation” form.

**8. GRIEVANCE PROCEDURE:**

**8.1** If you feel you were ticketed or towed illegally, gather the ticket (or copy of) and any proof to support your position. Contact the CVHA Office or Parking Enforcement Contractor promptly to resolve the matter prior to towing. All towing is at vehicle owner/operator expense. If the matter is not resolved to your satisfaction, then submit your supporting evidence to the CHVA Board of Directors for consideration.

# I. ARCHITECTURAL CHANGES AND IMPROVEMENTS

Please check with the on-site office to determine if architectural committee approval is required before starting any architectural changes and/or improvements. Cypress Village Homeowners Association (CVHA) Architectural Review Application forms are available at the CVHA on-site office or online at the CVHOA Website at [www.cypressvillage.org](http://www.cypressvillage.org). It is the homeowner's responsibility to determine if architectural approval is required.

To protect the appearance of the overall architectural harmony and property values in Cypress Village, all exterior changes requiring architectural approval to homeowner properties, must be approved in advance by the CVHA Architectural Committee. Changes or additions that are not in compliance with the CC&R's, Cypress City building codes or these guidelines shall be removed and the property restored to its' original state at the homeowners expense. Enforcement will be in accordance with the CC&R's. For any and all changes, please check with the CVHA office before starting.

List the model and include a picture of the property with the Architectural Application Improvement form.

Approval by the Architectural Committee does not constitute approval by the City of Cypress, nor does approval by the City of Cypress constitute approval by the Architectural Committee.

If the Architectural Application is a request of a renter, the property owner must approve the Application prior to submission to the Architectural Committee.

Once the project is completed by the homeowner "A Project Completion Notification form "will be required to initiate a review of all approved architectural modifications. Homeowners who fail to return a Project Completion Notification form within the time period established in the Architectural Committee's approval letter (normally 6 months from the date of approval) may forfeit their deposit.

Denied requests can be appealed to the Cypress Village Board of Directors.

Patio home homeowners may not attach anything to the wall of their neighbor's homes, including patio landscaping, or structures such as planters, walls, fountains, and benches, etc. They must not infringe or cause damage to neighbor's dwelling wall of any kind. You will be responsible for all damages as written in the CC&Rs. (Article VIII, Section IV)

Deposits may be required to cover the costs of exterior painting for certain improvements in the event the homeowner does not properly paint the improved area.

Homeowners who do not get approval before starting improvements may be subject to fines or other measures as defined in Section D. PROCEDURES FOR RULE ENFORCEMENT and per the CC&R's.

Any and all changes must have CVHA Architectural Committee approval prior to commencing any of the following changes.

**NOTE: Please notify the CVHA office when your improvements are complete.**

## AIR CONDITIONERS

All installations shall have Architectural Committee approval prior to starting construction.

Air Conditioners may be installed with the approval of the Architectural Committee subject to the following conditions:

1. Window air conditioners shall not be visible from outside the requester's property.
2. Central air conditioner condenser/compressor units shall be installed at grade. No other system components shall be located on the exterior of the home. (See Exterior Pipes and Wires for related information)
3. In town homes, central air conditioner condenser/compressor units may be located in the patio or at the rear of the home (a minimum of a 1-foot setback from any wall or fence) or in an entrance atrium if available. Certain town

home end units may be allowed to put central air conditioner condenser/compressor units in the common area upon specific approval by the Architectural Committee.

4. In patio homes, central air conditioner condenser/compressor units may be located in the patio area (with a minimum of a 1-foot setback from the neighbor's wall) or the common area at the rear of the property.
5. Homeowner is responsible for any damage to shrubs, plants or sod damaged during installation.
6. All conduits covering wires and channels covering hoses must be painted to match the surface to which they are attached. See CVHA office for paint specifications.

## **ANTENNAS AND SATELLITE DISHES**

For installations, which require Architectural Committee approval, said approval shall be obtained prior to commencing installation or construction.

Antennas and satellite dishes (36" or less) may be installed subject to the following conditions:

1. Antennas or satellite dishes must not be placed in the front of the town homes or on the front of patio homes.
2. If the antenna or satellite dish can be installed in such a way that it is not visible from the common areas of the Association, then no approval from the Architectural Committee is required. This type of installation is encouraged wherever possible.
3. If the only feasible location is on a roof, or attached to any portion of the roof, it will be necessary for the homeowner to sign an agreement indemnifying the association from the liability of roof leak repair, if it is determined that the installation of the antenna or satellite dish has caused the leak. The agreement will contain a clause that the homeowner or a CVHA approved installer will repair the roof, and pay for its repair, if it is damaged during installation or maintenance

If dish is installed in such a way that it is interfering with the re-roofing project than the Association contractor will remove the dish. Association will not be responsible for the reinstallation of the dish or the television antennas.

All cables or wiring associated with the television antennas, or satellite dish shall be routed as inconspicuously as possible, and/or covered and painted to match its surroundings. See the rules pertaining to exterior pipes and wires for additional information. See also the rules pertaining to telephone and/or TV cable lines.

## **INDEMNITY AGREEMENTS - RECORDING FEES**

The homeowner is to pay the County Recorder's fee and notary fee for any indemnity agreement. (Effective November 1, 1998, approved at meeting of Board of Directors on August 26, 1998.)

## **AWNINGS, SUN SHADES AND EXTERIOR SHUTTERS**

Exterior shutters and sunshades that are attached and visible from outside the property or from a neighbor's property are not permitted.

Retractable attached awnings require Architectural Committee and the Board of Directors approval (on a case by case basis); such approved attached awnings match the trim or stucco color of the home.

## **DOORS AND WINDOWS**

All installations require Architectural Committee approval prior to commencing construction.

Requests for additional or replacement exterior doors and windows must be approved by the Architectural Committee. Requests will be evaluated for consistency with existing structures and aesthetic harmony. Homeowners may replace existing windows with aluminum, vinyl, or wood frame windows.

1. Doors and windows that would face on a neighbor's patio area will not be approved.
2. Requests for installations involving clear glass must be at least 20 feet from any facing neighbor's existing clear glass door or window.
3. Door paint colors are dictated by the Paint Guidelines. The appearance and upkeep of a stained wood door or non-standard color(s) are the responsibility of the homeowner.
4. Wood window frames must match stucco or trim.
5. New windows in a town home building must be white or tan.

## EXTERIOR PIPES AND WIRES

All installations require Architectural Committee approval prior to commencing construction.

Pipes and wires must be concealed within the walls whenever possible. If it is impractical to conceal such an installation then every effort shall be made to place the pipe or wire in a location that will minimize it's visual impact from outside the property.

The objective of any such installation shall be to blend with the existing building to the maximum extent possible. If a covering structure is to be employed then said structure shall be no more obtrusive than the object being covered and must be painted to match the wall.

All such pipes, wires, covering and supporting fixtures shall be painted to match the surface on which they are mounted.

## FENCES, WALLS, AND GATES

All installations require Architectural Committee approval prior to commencing construction.

Fences and walls must conform to city building codes and be no more than six feet in height.

Only existing wood fences and gates may be replaced with wood. On townhouses, cedar or redwood boards may be substituted for grape stake. If the existing wood fence is currently painted, the replacement fence must be painted by the homeowner at the time of construction (within 30 days)

Iron fence colors other than black must be specified for approval by Architectural Committee and painted at the homeowner's expense.

New or replacement fences and walls, other than wood, shall be made of any of the following materials: Slump stone, brick, wrought iron, stucco, stone or block. If concrete block is selected for a patio home, it must have an exterior covering of painted stucco.

All painted fences and gates shall be in conformance with the Paint Guidelines to match the stucco or trim.

Wood caps on outdoor stucco walls may be replaced with masonry caps. Be sure the wall is structurally sound to support the cap. Brick caps may not be painted. Submit a sample or picture of the brick to be used, with your application.

## GARAGE DOORS

All installations require Architectural Committee approval prior to commencing construction.

All replacement garage doors must be painted in conformance with the Paint Guidelines, upon completion of installation at the homeowner's expense within 30 days.

Town home garage doors must match the trim color.

Patio home garage door must match trim or stucco color.

### ONE PIECE WOODEN DOORS

Repairs or replacement of existing garage doors must be identical to the door being replaced or as approved by the Architectural Committee. Windows are not permitted in one-piece garage doors.

### SECTIONAL STEEL DOORS MODIFIED TO A ONE PIECE DOOR

Sectional steel doors may be modified to a one-piece tilt up door as long as all the conditions and specifications of the steel sectional door are met. (See Sectional Doors below) with the exception that exposed fasteners are allowed, but limited to no more than 3 visible fasteners at the outside edges of each panel.

### SECTIONAL DOORS

Sectional, roll-up garage doors, made of wood or 24-gauge steel, may be substituted for a one-piece door subject to the following conditions:

1. Steel doors must have raised embossed wood grain panels.

2. Have either 4 or 5 panels.
3. Surface must be suitable for painting with Latex paint.
4. Steel doors must be insulated.
5. No bolts, screws, hinges or other hardware visible from the outside.

Windows in sectional doors are limited to the top panel only and the following aesthetic considerations:

1. Must match the door decor and be built by the same manufacturer that produced the door.
2. Glass is limited to clear, smoked or pebble. No colors, leaded etc.

## **PAINT**

### ALL BUILDINGS

**Note: When repairs are made that require replacement of any painted surface, it is the responsibility of the homeowner to paint or have painted that surface within 30 days, according to the painting guidelines for that unit. Paint specifications are available at the CVHA office.**

Exterior stucco and trim is repainted every eight years and the trim every four years by CVHA. All paint and paint colors referred to in this section are available through the CVHA Board selected paint supplier. Cypress Village is divided into four sections for painting purposes. One fourth of the homes are painted each year.

Only water-based paint may be used on the exterior walls and trim. Oil based paint will be primed at the time of tract repainting at the homeowner's expense. Check the paint specifications with the CVHA Office.

Wrought iron gates and fences will be painted black only by CVHA during the paint cycle only. Alternative colors must have Architectural Committee approval and are painted at the homeowner's expense.

### WOOD REPLACEMENT

Policy on the wood replacement on Town homes, and town homes garages and patio homes:

Approved at November 19, 2003 meeting.

Any damaged wood such as fascia boards, batten boards and trims on vertical walls, wood garage doors, gates, fences etc, are the responsibility of the Homeowner to maintain and replace when damaged. Any CVHA provided painting would not be applied to any damaged wood during the scheduled painting cycles.

All replacement of termite and dry rot damaged materials and the painting of damaged wood is the homeowner's responsibility; and all homeowners must cooperate with the containment of termites in the Cypress Village.

### FRONT DOOR

Front door colors may be selected from the colors listed below, or painted to match the stucco or trim color of the unit. Requests for non-standard front door colors or clear varnish must be submitted, and if approved, maintenance of paint and varnish is the homeowner's responsibility.

<b><u>FRONT DOOR COLORS</u></b>	
Adobe South	County Blue
Pastoral Red	Woodlawn Green
Juniper	

Fences, gates, garage doors and exterior doors (excluding wrought iron and unpainted wood) will be painted either the stucco or trim color based on the way it is currently painted. These items shall be painted a single color only, NO decorator accent stripes.

Approved outbuildings, patio covers, owner installed doors and wood frame windows are to be painted at the homeowner's expense regularly to maintain aesthetic harmony.

Removal of homeowner plants that have attached themselves to the building or fence is the responsibility of the homeowner, prior to painting. Any exterior damage will be repaired at the homeowner's expense.

All changes shall have Architectural Committee approval prior to painting.

**TOWNHOMES**

The paint colors for Town homes are determined by the architectural trim of the building. Buildings that have a front facade featuring board on board wood siding are referred to as wood faced buildings. The other buildings are referred to as stucco faced buildings. Patio covers, garage doors and wood trim shall be painted the trim colors.

	<b><u>STUCCO</u></b>	<b><u>TRIM</u></b>
Wood faced buildings	Oyster	Hickory
Stucco faced buildings	Bone White	Monterey Grey

**PATIO HOMES**

Homeowners can select from the approved stucco and trim color combinations. If a homeowner wishes to change an existing stucco and/or trim colored area or garage door to the stucco color, or vice versa, it must be requested through the Architectural Committee. Requests for changes must include sketches detailing the area involved. If the color change is approved, and if the painting contractor has to apply a second coat of paint to cover the existing color, then the homeowner will be responsible for the cost of the second coat.

Homeowners may paint their homes prior to the year they are scheduled for painting, at their expense. Approval is required to ensure only approved color combinations are used.

**STUCCO OR TRIM COLORS\***

Bone China	Baja White	Bone White	Birchwood
Oyster	Silver Taupe	Stonish Beige	

**TRIM COLOR ONLY\***

Sandal	Monterey Grey	Hickory	Autumn Leaf
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\* Not all trim colors are available with each stucco color. Contact the CVHA On-site Office for approved combinations.

All changes shall have Architectural Committee approval prior to painting.

**PATIO COVERS**

All changes or improvements must have Architectural Committee approval prior to commencing construction.

Patio covers shall be constructed of wood or metal embossed wood grained finish suitable for painting with latex paint. Not all metal patio covers are acceptable. Architectural approval will be on a case-by-case basis. The use of aluminum, metal, plastic, fiberglass, cloth, canvas, screening material, and composition shingles is not permitted.

Wood or vinyl lattice-type screening is permitted. The lattice screens shall be constructed of wood slats no more than two (2) inches wide by one-half (1/2) inch thick (2" x 1/2"). The slats shall be at right angles to each other and provide that at least twenty-five percent (25%) of the area covered is open. The lattice may extend from the top of a property wall to the top of the patio cover and be a maximum of four (4) feet high.

The patio cover and lattice (if any) shall be painted in conformance with the Paint Guidelines.

Patio covers must not be attached to or through mansard tiles.

## ROOFS

Homeowner initiating work on their property that requires access to the roof (satellite dish installation, tenting for fumigation, window replacement, solar tube, skylights, etc.) will be held responsible for any damage by such work.

## SCREEN DOORS and SECURITY DOORS

All installations or changes shall have Architectural Committee approval prior to installation.

Screen, security doors, and security bars that are visible from the common areas are subject to the approval of the Architectural Committee on an individual basis. Screen or Security doors must not be natural aluminum in color.

Retractable screen frames must match the surrounding area and are subject to the approval of the Architectural Committee on a case-by-case basis.

Security bars on windows must be painted the trim color of the building at homeowner's expense.

## SECURITY LIGHTS

All installations or changes shall have Architectural Committee approval prior to installation.

Security lights are outside lights producing 100 or more watts of light (collectively if more than one light is involved) and that illuminate a common area or another homeowners yard. Lights less than 100 watts THAT DO NOT INTERFERE WITH A NEIGHBOR are classified as porch lights and do not require Architectural Committee approval.

All security light installations require Architectural Committee approval. The criteria for approval will be to achieve an inconspicuous installation and avoid inconvenience to adjacent neighbors. The following guidelines will apply to all installations:

1. Lights must be arranged to automatically turn off during daylight hours.
2. Lights must turn on only when motion is detected.
3. No fixture or wiring is to extend above the roofline of the structure on which it is located.
4. All exposed fixtures or wiring are to be painted to match the surface on which they are mounted.

Each installation will be individually evaluated to meet the above criteria. Approval will be specific and include the brand of fixtures approved and all other aesthetic considerations relating to the requested installation.

In situations where a neighbor could be adversely impacted by such a light, the applicant must obtain the neighbor's approval.

## SKY LIGHTS

All installations shall have Architectural Committee approval prior to installation or commencing construction.

The only skylights approved for installation within Cypress Village are the Solar Tube and a skylight for town homes. An agreement, which is recorded against the property deed, is required. The skylight for town homes are not to exceed two (2) feet by four (4) feet finished size.

## INDEMNITY AGREEMENTS - RECORDING FEES

The homeowner is to pay the County Recorder's fee and notary fee for any indemnity agreement. (Effective November 1, 1998, approved at meeting of Board of Directors on August 26, 1998.)

## SPAS, FOUNTAINS, WATERFALLS, ETC.

All installations must have Architectural Committee approval before starting construction.

Spas must be installed so that they are not visible from outside the property. Pumps, motors, etc. shall be installed in a location to minimize noise to adjacent neighbors.

Electrical connections are to be in compliance with Cypress City Codes.

No spa, fountain, waterfall or structure of any kind is allowed to be attached to a neighbor's dwelling or garage wall.

## STRUCTURAL ADDITIONS

All additions, changes, improvements shall have Architectural Committee before construction begins.

All visible structural additions or changes are subject to Architectural Committee approval. Such approval shall be based on aesthetic compatibility with existing structures and visual impact on neighboring homes. When approved, such additions must adhere to the following guidelines:

1. All additions or changes must be painted to match the paint scheme of the building, at the time of construction. Exterior stucco and trim will be repainted by CVHA as part of the normal painting process for all buildings in the Association. See the Paint
2. Guidelines regarding doors, windows and patio covers.
3. Maintenance of roof additions or changes, up to and including the connection to the existing roof, are the responsibility of the homeowner until such time as the entire roof is re-roofed by CVHA.
4. Structural Additions shall not extend into an existing common area.

## TELEPHONE/ TV CABLE LINES

**Prior approval by the Architectural Committee is required for installations.**

All installations of additional phone lines, cable TV lines etc. must meet applicable City of Cypress codes and any digging through common areas requires that the grounds be returned to their original condition.

Cables must be painted to match the surface on which they are attached.

Cables must not lie on surface of ground, but must be buried with diligence to make sure grounds are returned to their original condition.

Cables must not be strung through, or laid upon any landscape materials including lawn, bushes, trees or any other plants or strung over roofs.

It is the homeowner's responsibility to be sure the installer follows the above rules. The Association or any of its contractors will not be responsible for any cable that is damaged by any means when it has been improperly installed.

## UTILITY BUILDINGS, GREENHOUSES, AND PLAYHOUSES

**All changes, additions, or improvements must have Architectural Committee approval before construction or installation.**

Utility buildings, greenhouses, playhouses etc. shall not be visible from outside the property or from a neighbor's property.

If a homeowner cannot meet this criteria they may submit a request to the Architectural Committee and it will be evaluated on an individual basis.

## WATER SOFTENERS/WATER CONDITIONERS

**All installations must have Architectural Committee approval prior to commencing construction.**

All water softener installations, visible from the common area require Architectural Committee approval prior to installation. If a below ground water softener is subsequently removed, then the homeowner is responsible for filling the resulting hole. Following are the installation guidelines for all water softeners that are visible from outside the property:

1. **Town homes** - The preferred method of installation is to sink the softener into the ground with only minor visible exposure. Above ground installations shall be covered with a wooden enclosure painted to match either the wood or stucco of the building.
2. **Patio Homes** - The softener shall be sunk into the ground (no wood enclosures permitted). If the softener is located inside the patio area and is still visible from outside the property then the property owner may select his own method to camouflage the softener.

## ARCHITECTURAL REPAIRS – TOWNHOMES

### WOOD TRIM MATERIAL SPECIFICATIONS

All wood trim material is to be made with a rough finish, whether it is a repair or new construction. This applies to Fascia, Casing, Board & Bat, large garage door headers, etc.

T-111 plywood for work requiring sheets,  
Resawn lumber will be used for work requiring solid stock.  
Resawn material may be from spruce, fir, cedar, or redwood.

All wood surfaces exposed to weather, or any exterior wood surface that will require painting to match existing architecture, must have a resawn texture.

If wood repair due to termite damage involves disruption of the roof integrity, a Cypress Village approved roofer must be contracted by the town home owner to reinstall that part of the roof disrupted.

No S4S material shall be used on the exterior with the exception of entry doors, stucco moulds, etc.

PLEASE NOTE: The architectural committee is aware that new building materials may become available other than those noted and may be approved on a case-by-case basis.

ALWAYS check with the CVHA office BEFORE starting any repair or improvement project. The CVHA office has the application forms, material specifications, and other information to help you.

Please notify the CVHA office when your project has been completed.

## SUMMARY OF ASSOCIATION ARCHITECTURAL APPLICATION AND APPEAL PROCEDURES

California law requires homeowner associations to publish a summary of the association's architectural procedures annually. This Summary complies with that law. Requirements and limitations concerning architectural control are set forth within Article V of the Association's CC&Rs, as well as Section I of the Association's Rules and Regulations. In the event any construction, installation, or alterations are made without the required approvals or otherwise made in violation of the CC&R's, the owner may be required to remove or modify the unapproved work at the owner's sole expense.

Please note that Article V of the CC&Rs states that no building, fence, wall, or other structure shall be commenced, erected or maintained on the properties, nor shall there be any addition to or change in the exterior of any residence, structure or improvement including the painting of exterior walls or fences and the installation or modification of any trim, windows, patio covers, lighting or security devices unless plans and specifications therefore have been submitted to and approved in writing by the Architectural Committee. The plans and specifications included in the submittal must show the nature, kind, shape, height, width, color, materials and location of the proposed construction or modification. Application forms can be obtained at the CVHA office or at the Cypress Web page: [www.cypressvillage.org](http://www.cypressvillage.org). All approvals must be in writing. Verbal approvals are not valid or binding on the Association.

The Committee approves plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions:

1. Will be in harmony of external design and location in relation to surrounding structures and topography; and
2. Conform to the architectural standards established with the CC&Rs and Rules and Regulations.

The Committee may reject any application if it determines that the applicant's plans and specifications are incomplete. Decisions of the Committee and the reasons for the decisions shall be transmitted by the Committee in writing to the Applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Committee of all materials required by the Committee.

The Committee is not responsible for reviewing, nor shall its approval of any plans or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with the building or other codes. The homeowner is solely responsible for obtaining all governmental approvals and permits that may be required.

In the event plans and specifications submitted to the Committee are disapproved, the applicant may submit a request to the Board of Directors to reconsider the Committee's decision.

## J. LANDSCAPING

Did you know that Cypress Village encompasses 88 acres of land? Included in that space are thousands of plants, trees, bushes, and flowers.

As an HOA, one of our most important responsibilities is maintaining the common area along with all the trees and plants. We are also tasked with enforcing a standard for Homeowners' properties to ensure the beauty, safety, integrity of our roofs and buildings, and a cohesive aesthetic of our HOA.



### WHAT IS A HOMEOWNER RESPONSIBLE FOR?

Homeowners are responsible for maintaining all of the trees, plants, and landscaping located in the boundaries of their property.

For **Townhome owners**, that means: the boundary of your property starting at the edge of the front roofline and ending at the rear of the garage, including the front atrium or porch, the back patio, the side yard adjacent to the garage and the garage skirt.

For **Patio Home owners**, that means: the space from the edge of the city street (including your garage/driveway skirt) to directly under the roofline of the back of your home. This includes the small piece of land outside of your gate that borders the road.

**\*\*If you have any questions about where your property begins and ends, please inquire with the Property Manager.\*\***

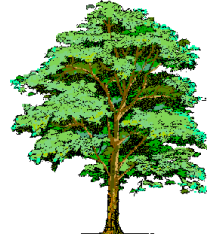
Within that space, below are the landscaping guidelines for Homeowners:

1. It is expressly stated that the Association assumes no responsibility whatsoever for any accident, or injury, or any loss or damage to personal property in connection with use of common area spaces, walkways, green spaces.
2. Furthermore, the Association assumes no responsibility whatsoever for any accident, or injury, or any loss or damage to personal property in connection with the maintenance of a homeowner's personal property.
3. Trees, plants, or landscaping located in the homeowner's patio area, backyard, or front atrium must be properly maintained by the homeowner, including but not limited to the following:
  - a. Plants, trees, or other landscaping must be trimmed so they do not touch or overhang any roofs, stucco walls, or wood trim.
  - b. Weeds must be removed on a regular basis.
  - c. Plants, trees, or other landscaping must be trimmed so they do not hang beyond a home's property line, impede any ingress and egress from a property.
  - d. Any damage caused by plants, vines, trees, shrubs, or landscaping on the homeowner's property to their own or adjacent property, stucco, roof, walls, fencing, or common areas is the homeowner's responsibility.
  - e. Homeowners are responsible for cleaning and repairing gutters annually. Any damage caused by overflowing or damaged gutters to roofs or buildings will be the responsibility of the homeowner.
  - f. Homeowners who do not maintain their personal landscaping shall be subject to violations and fines.
  - g. If, due to negligence and refusal of a homeowner to maintain their property, after the 2nd violation letter and/or 90 days of notices to the homeowner, the Association shall have the right to enter the Homeowner's property to remedy such deficiencies. The Homeowner shall be billed for any work performed by the Association.
4. Homeowners are not allowed to plant or install irrigation in common areas. If a homeowner plants in a common area, they are responsible for the removal of such plants.
5. No plants or vines, espaliered or affixed in any manner, are permitted on any buildings' walls. If any home has vines or affixed plants, they must be removed at the homeowners' expense prior to painting by the association. Any damage caused to the paint or roofs by plants or vines is the homeowner's sole responsibility.

- Homeowners shall not plant any root-invasive plants, trees, or landscaping in their property. Below are lists of trees/plants that are not permitted:

**UNAUTHORIZED PLANTS/TREES:**

Olive, Camphor, Liquidambar (commonly called sweetgum), Jacaranda, California Sycamore, Eucalyptus, any Ficus species, certain palm species including Queen Palm, Golden Cane Palm, and Royal Palms.



\*\*The list of forbidden plants is not exhaustive, and homeowners are responsible for researching and ensuring that any trees, plants, or landscaping installed on their property are not root-invasive or otherwise capable of causing damage to buildings, utilities, or adjacent properties. Please consult with the Grounds Committee and/or Management Office with any questions or concerns.

- Homeowners shall not cover or obstruct the “weep screed” of their adjacent neighbors. A weep screed is the base of an exterior stucco wall along the foundation. The weep screed serves as a vent for moisture to escape the stucco walls. Covering weep screeds with dirt, plants, or other obstructions results in expensive damage. The weep screed should be exposed with no less than four (4) inches of clearance above the earth soil or plants or two (2) inches above paved areas. Any homeowner that damages or obstructs their adjacent home’s weep screed shall be responsible for such damage.
- At the time of any HOA painting projects, homeowners are required to cut back any plants, trees, or landscaping to allow painters access to their home or neighboring homes. If the work is not performed in a timely manner, the homeowner will be subject to fines and responsible for all expenses incurred by the HOA.
- Homeowners are recommended to allow a minimum landscaping setback of 2 feet for all plants, trees, or other landscaping from any adjacent homes, garages, walls, fences, or other structures, to prevent root damage to structures and foundations.
- CVHOA or authorized contractors are not responsible for damage to any homeowner plants, landscaping, yard art, or any other items placed in the common area. Please see above for definitions of homeowner property.
- It is recommended that all homeowners inspect their properties on a monthly basis to look for any of the above-mentioned issues.

**COMMON AREA TREES**

In September 1982, the Board of Directors passed a resolution that, under certain conditions (mainly for reasons of safety or to prevent property damage), will enable homeowners to request that the Association replace an Association-owned tree or trees adjacent to the homeowner’s home with a different variety of tree.

Each request to the Board shall be handled on an individual basis. It should be noted that, for various reasons, not all requests will necessarily be approved; for instance:

- Removal of the tree would have a negative impact on the overall beauty and landscape theme of the immediate area; the present tree provides an attractive view for surrounding residents;
- An alternate tree would not be compatible with the adjacent trees, etc.

In cases where the Board approves the replacement of a tree, the homeowner must submit payment, in advance, to the Association to cover the costs of cutting down the old tree, removing the stump, purchase price of a new comparable-in-size tree, and the labor charges to plant the new tree. In most cases, the total cost to the homeowner could be \$1,500.00 or more.

It should be clearly understood that the new tree may or may not be planted in the same spot.

## **POLICY ON IRRIGATION DAMAGE AND PRIVATE PROPERTY**

1. The irrigation system that serves the Cypress Village Community is in place to maintain the aesthetic value of the community property.
2. When there is a dysfunction of the irrigation system it is the responsibility of the CVHOA management to address the problem as expeditiously as possible.
3. If a malfunction of the irrigation system, for example, a broken or misdirected sprinkler, causes a property owner to be concerned, it is the responsibility of the property owner, as a good neighbor, to immediately report any such malfunction to the management in order for the problem to be addressed in an expeditious manner.
4. Under no circumstances is the Cypress Village Homeowners Association, in the case of a dysfunction of the irrigation system that is not expeditiously remedied, to be held accountable for any internal or external damage to any private property resulting from any such dysfunction.

## K. ROOFS

Installation of equipment such as solar water heaters, town home garage vents, solatube skylights and television antennae or satellite dishes, (where no other position is available without significantly degrading performance), is permitted on roofs per specifications and under guidelines developed by the Architectural Committee, provided the owners of the property sign an Indemnity and Maintenance Agreement with the Association who will file said agreement with the Orange County Records Office. The Indemnity and Maintenance agreement assigns financial responsibility to the property owners for any damage the installation may cause to the roof in the future. This responsibility is also assumed by subsequent owners of the property.

In as much as the Association is responsible for replacement and maintenance of roofs due to normal wear, no activity of any kind is permitted on the roofs, including sunbathing.

### ROOF REPAIR POLICY

The following resolution was passed at the May 24, 1982, regularly scheduled Board of Directors meeting:

WHEREAS, the requisite majority of the officers and directors of this corporation deem it to be in the best interests of the members of this corporation to use the Association's roof maintenance and repair reserves solely relative to normal wear and tear of members' roofs, as originally budgeted by the Department of Real Estate, and not to ameliorate damages to roofs occurring through accidents, intentional conduct, and/or acts of God; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for within the development does not mandate that Association funds be used to maintain or repair members' privately-owned roofs damaged through accidents, intentional conduct, or acts of God, and

NOW, THEREFORE, BE IT RESOLVED, that the Directors and officers of Cypress Village Homeowners Association, a California Non-profit Corporation, shall only authorize the expenditures of corporate moneys for the maintenance and/or repair of members' privately-owned roofs where such repair and/or maintenance is needed due to normal wear and tear; under no circumstances shall such expenditures be effected where members' privately-owned roofs are damaged through accidental causes, intentional conduct, or acts of God.

There is no way to adequately fund a reserve to handle enforceable future roof damage resulting from accidental causes, intentional conduct, or acts of God. These events are typically handled through insurance (which the Association cannot legally provide for the homeowner without a change to the CC&R's).

## ROOF REPAIR REQUEST AND RESPONSE

1. When a leak is discovered in the roof (home or garage), the homeowner should contact the On-site manager in writing or by phone and report the leak.
2. The On-site manager will issue a work order to the Association's Roofing Contractor, appraising them of the leak.
3. The Roofing Contractor, will contact the homeowner to gain entry to investigate the leak if necessary. The Contractor will repair the leak if the cost to do so is under \$500.00 or provide the Board of Directors a cost proposal if the leak repair exceeds \$500.00.
4. The Board of Directors will review the cost proposal(s) at the Agenda meeting held on the 3rd Wednesday of each month and will vote on the repair(s), (or replacement if it is more cost effective), at the regularly scheduled Board meeting on the 4th Wednesday of the month.

On June 23, 2010, the Board of Directors approved to adopt the following rule change in Section K - Roofing, as noticed to the membership in the May newsletter. Effective June 23, 2010, the following rule is hereby adopted:

5. In case of emergency, the Roofing Committee is authorized to approve repairs up to \$1,500.00 in total cost without approval of the Board of Directors. Repairs in excess of \$1,500.00 must be authorized by the Board, which can be done quickly in an Action without Meeting.

## ROOF INSPECTION AND DETERMINATION OF USEFUL LIFE

### **Approved at the October 27, 1999 Board meeting**

Roofs on the townhomes and garages that are at least 6 years old will be inspected and maintained pursuant to the roofing contractor's or roofing inspector's recommendation regarding an estimate of the roof's remaining useful life. During the inspection preventive maintenance shall be limited to the sealing and painting of penetrations on roofs that have an estimated useful life of greater than 3 years.

Patio homes with composition shingle roofs and other roofs with acceptable walkability criteria that are 8 years old will be inspected and maintained pursuant to the roofing contractor's or roofing inspector's recommendation regarding an estimate of the roof's remaining useful life. During the inspection, preventive maintenance shall be limited to include the sealing and painting of penetrations on roofs that have an estimated useful life of greater than 4 years.

For Patio homes with wood and tile roofs, no worthwhile inspection and maintenance program exists. The best policy is to stay OFF the roofs as much as possible, including the removal of debris. Walking on the roofs for any reason may cause the shingles or tile to break and cause leaks.

## ROOF REPLACEMENT

Roofs on the town homes will be replaced on a building-by-building basis at the end of the roofs useful life as determined by the Board of Directors. In making this determination the Board of Directors may consult with the Association's Roofing Contractor and/or an Independent Roofing Consultant.

Roofs on the patio homes will be replaced on a home-by-home basis at the end of the roofs useful life as determined by the Board of Directors. In making this determination the Board of Directors may consult with the Association's Roofing Contractor and/or an Independent Roofing Consultant.

The Board of Directors may decide to replace a roof, which is not at the end of its useful life. This type of decision will be based on the repair cost versus replacement cost, leak history and the projected useful life of the roof if the roof is repaired.

## GUIDELINES FOR DETERMINING WHETHER TO REPAIR OR REROOF

When to reroof a building is a judgment call made by the Board of Directors by taking in to account: (1) the recommendation of the Association's Roofing Contractor, (2) the recommendation of an Independent Roofing Consultant, if applicable, (3) the age of the roof, (4) the leak history of the roof, (5) the projected cost of repairs versus the projected additional useful lifetime provided by repair and (6) the cost of replacing the roof.

- A. If a roof has a short remaining useful life (i.e. 2-4 yr.) and repairs would cost 10% of the roof replacement cost or more, it is probably not cost effective to repair the roof and it should be left until it starts leaking and then be replaced rather than be repaired.
- B. If a roof has a long remaining useful life (i.e. 6-8 yr. or more), then preventive maintenance and repairs to extend the useful life of the roof are probably cost effective up to about 25% of the replacement cost. However, the leak history should also be considered: Has the roof consumed an inordinate amount of money in leak repairs? Would it make more sense to replace the roof rather than continue to pour repair money on it?
- C. A and B are judgment calls that are reasonably straight forward. The more difficult problem is to decide whether to replace, repair or do nothing to a roof that has a remaining useful life of approximately 3-5 yr. The combination of cost to repair, or replace, and leak history becomes a complex judgment call that may lead to different results for seemingly similar sets of data. However, the Association's overall policy should be to reroof rather than repair.

**NOTE:** The Board of Directors conducted a roof study in 1996 to determine if new roofing technology exists, which would be cost effective and extend the life of the roofs. The result was the adoption of high quality, (ELK PRESTIQUE or CELOTEX PRESIDENTIAL), fiberglass composition shingles to replace the wood shingles on the patio homes and adoption of the INTEC Corporation's Modified Bitumen Roofing System for the town home roofs. The composition shingles are warranted for forty years on a decreasing cost share scale and the modified bitumen roofs are warranted for full cost of labor and material for twelve years. The roof life projections for these materials are: (1) in excess of fourteen years for the patio homes and (2) in excess of ten years for the town homes.

At the September 24, 1997 Board of Directors meeting the Board removed ELK PRESTIQUE and WOOD SHINGLES as approved roof replacement materials. WOOD SHINGLES were put back on the list at the October 22, 1997 meeting and a committee was formed to restudy materials for Patio Home roofs.

## US INTEC GUARANTEE/CLAIM PROCEDURES

1. When Guarantee is received by the On site Office, it must be signed by an authorized representative from US INTEC, Roofing Contractor and Association.
2. A copy of the Guarantee must be sent by Certified mail to US INTEC within 60 days of validation by US INTEC to; Attn.: Technical Services Department, P. O. Box 2845, Port Arthur, Texas 77643.
3. The Association shall perform routine Inspections and Maintenance during the term of this guarantee. If any problem found by the Association or the Contractor, it must be reported to US INTEC immediately.
4. In the event of a homeowner reported roof leak, the Association must notify US Intec in writing within 15 days after discovery of the leak, even if the discovery is within the first two years of roof warranty.

5. Upon receipt of such notice, US INTEC shall cause the roof system to be inspected within a reasonable time in order to determine the validity of the claim. If US INTEC determines that the claim is covered under the terms of the guarantee, US INTEC shall repair or replace the membrane and base flashing or any portion thereof in order to make the roofing membrane watertight.

## **GAF MATERIALS CORPORATION GUARANTEE/CLAIM PROCEDURES**

### **Approved at the May 25, 2005 board meeting**

1. When the on site Office receives Guarantee, it shall be filed in each address file folder located at the onsite office. File must include an inspection reports, repair and maintenance bills. Original construction drawings, specification and invoices.
2. The Association shall perform Inspections and Maintenance during the
3. term of this guarantee (20 years) at least once a year and/or as recommended by the GAFMC.
4. Inspections will be include a checklist provided by GAFMC.
5. All roofing repairs must be performed by a GAFMC authorized, Master, or Master Select Roofing Contractor, including repairs for non-guaranteed conditions.
6. If any problem found by the Association or the Contractor, it must be reported to GAFMC immediately.
7. In the event of a homeowner reported roof leak, the Association must notify GAFMC Contractor Services Department 1361 Alps Road, Bldg. 11-2 Wayne, New Jersey 07470 in writing about the leak within 30 days after its discover or GAFMC will have no responsibility for any repairs. NOTE: the roofing contractor is NOT an agent of GAFMC, notice to the roofing contractor is NOT notice to GAFMC.
8. Upon receipt of such notice, the Association authorizes GAFMC to investigate the cause to the leak. If the investigation reveals that the leak is not covered by the Guarantee. Than GAFMC may charge association for the investigation cost.
9. GAFMC will repair the GAFMC roofing membrane, base flashing, insulation, expansion joint covered, preflashed accessories, coated edge metal and coating (the " GAFMC Roofing Materials") resulting from the causes listed below while the guarantee is in effect:

Scope of Coverage-- leak caused by:

1. Natural deterioration of the GAFMC Roofing Materials
2. Blisters
3. Bare spots
4. Fish –mouths
5. Ridges
6. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-GAFMC insulation over which the GAFMC Roofing Materials are applied
7. Buckles and Wrinkles
8. Workmanship in applying the GAFMC Roofing Materials
9. Slippage of membrane or base flashing.

There is no dollar limit on covered repairs. Leaks cause by any materials other than those listed above, such as the roof deck, insulation, or any other materials used in the construction of the roof system, are not covered.

## **INTERIOR ROOF LEAK REPAIR POLICY:**

### **Approved at the October 27, 1999 Board meeting**

The following policy shall govern the Association's response to interior damages caused by water intrusion through a roof system.

### **ASSOCIATION RESPONSIBILITY**

The Association will be responsible for the repair of a roof as outlined in the Rules and Regulations of the community.

## HOMEOWNER RESPONSIBILITY

The homeowner is responsible for promptly notifying the Association through the Management Co. when a leak occurs. The homeowner must make every effort to mitigate damages to his/her home and personal property through his/her homeowner's insurance company.

## ASSOCIATION REVIEW

The Board of Directors will review and take under consideration any & all claims made in writing from the homeowners regarding interior damage by roof leaks.

## **CVHA ROOF RESPONSIBILITY**

(Clarification for CVHA "Rules & Regulations" above Section K, regarding replacement and repair)

### **ADOPTED AT THE MARCH 23, 2005 BOARD MEETING.**

#### **DEFINITION:**

There are primary and secondary features that lie beneath and to the side of the roof coverings and underlayment systems for both the Patio Homes and the Town Homes. The attached matrix provides definition of components found in both Patio Homes and Town Homes. It shall be the responsibility of the CVHA to maintain and/or replace the primary roof features and it shall be the Homeowner responsibility to maintain and/or replace the secondary roof features as described in the attached matrix.

The Patio Homes are steeply sloped (except for units that include a second floor deck over the garage). On the steep slope are cedar wood shakes, a material widely used 30+ years ago. Fire-resistant cement based products are the acceptable replacement product. When cement-based products are installed over older roof structures, the underlayment sheathing will be changed to plywood sheathing to meet code standards.

The Town Homes are characterized as low slope or "flat" built-up roof systems. The requirements for such roofing systems necessitated solid plywood sheathing at the outset of construction.

## **REPLACEMENT RESPONSIBILITY**

### **PATIO HOMES**

The wood cedar shakes and the underlayment (roofing) paper comprise the existing system. Wood shakes and the built-up membrane roof covering require replacement as a result of normal wear and tear. If replaced in kind, the sheathing system could remain intact without alternation. The wood shakes and roofing paper will be attributable to CVHA.

When materials are changed to accommodate cement-based products – to consist of a lightweight concrete S tile or lightweight concrete shingle both with a 40-year life expectancy – the cement shingle, roofing paper and the solid plywood sheathing according to code will be installed as the roof system. The cement shingles, roofing paper, and new plywood sheathing will be attributable to CVHA. In subsequent replacements of a roof – after the solid plywood sheathing has been installed according to code for the initial roof -- any plywood sheathing will be attributable to the Homeowner.

Metal flashing and roofing accessories (vents, t-tops, etc.) will be required to integrate and complete a roof system and will be attributable to CVHA.

All other components that fall outside of the components noted above will be attributable to individual Homeowners as these components perform secondary structural functions in the service of the roof covering assembly.

Patio home second floor decking repair/replacement is solely the homeowner's responsibility and is not covered by the CC&R's roof replacement program.

CVHA will not install new roofing until damaged wood is replaced. All homeowners must be prepared to have any damaged roof structures (as defined as Homeowner's responsibility) repaired before the home is scheduled for re-roofing.

**It is recommended that the termite inspection and treatment be completed prior to start date of the re-roofing project.**

## TOWN HOMES

The system will be replaced with a similar multi-ply built-up roof system with a 20-year life expectancy. The underlying plywood sheathing will not require amendment or upgrading, unless damage is discovered during the tear-off and re-roofing operation. The built-up roof membrane system (down to the top surface of the plywood), metal flashing and roof accessories (vents, t-tops, etc.) will be attributable to CVHA.

All other components that fall outside of the components noted above will be attributable to individual Homeowners as these components perform secondary structural functions in service to the roof covering assembly.

**CVHA will not install new roofing until damaged wood is replaced. All homeowners must be prepared to have any damaged roof structures (as defined as Homeowner's responsibility) repaired before the home is scheduled for re-roofing.**

**It is recommended that the termite inspection and treatment be completed prior to start date of the re-roofing project.**

## REPAIR RESPONSIBILITY

CVHA will repair when possible any homeowner reported leak within 30 days of reported leak. Repairs provided by CVHA will be limited to the waterproofing membrane (Town Homes) and shingles (Patio Homes). Any damage to the surrounding structure will be the homeowner's responsibility to repair or replace. It shall be the homeowner's responsibility to paint any replaced stucco or wood with approved paint colors within 10 days of repair.

Damage determined to have been caused by the homeowner/resident/agent from roof penetrations that invalidate the roof warranty (installation of satellite dishes, antennae or any unauthorized vent locations) will be the sole responsibility of the homeowner who must maintain the integrity of the roof for the life span of the warranty.

<b>COMPONENT (Existing)</b>	<b>PATIO HOMES</b>	<b>TOWN HOMES</b>
Roof Covering	Cedar Wood Shakes	Gravel or Membrane Cap Sheet
Roof Waterproofing (Underlayment)	Roofing Paper	Built-up plies – membrane roof system
Support Sheathing	1. 1x6 Spaced (skip) sheathing 2. (2) 1x6 Tongue & Groove solid eave and rake sheathing	Solid plywood diaphragm sheathing
Primary Roof Structure	Dimensional lumber	Dimensional lumber
Secondary Structure	Outrigger support beams	Framed Mansard screen structure, tile covering
Flashing and Accessories	Sheet metal, galvanized	Sheet metal, galvanized
Other	Skylights (Homeowners)	Skylights (Homeowners)

## **BOARD ADOPTED THE FOLLOWING POLICY AT DECEMBER 20, 2006 MEETING**

Amendment to CVHA Roof responsibility Policy adopted March 23, 2005

The CVHA Roof Responsibility Policy which was adopted by the Board of Directors March 23, 2005 to clarify Section K of the CVHA "Rules and Regulations" dated February 1988 shall be amended to include the following provision to become effective January 1, 2007.

In the event the Association pays for work which is the financial responsibility of an owner, the owner will received an invoice for payment to the Association, with an itemization of the work performed. Owners will be given two payment options at the time the invoice is presented for payment.

1. Payment in full within thirty (30) days following the date of mailing of the invoice; or
2. Payment in full over three (3) consecutive months in three equal installment payments, with the first payment due on the first day of the month following the date of mailing of the invoice, and the two subsequent payments due on the first of each of the following two months thereafter.

In the event payment in full is not received within thirty (30 ) days following the mailing of the invoice, or in the event installment payments are not received as specified above, the entire unpaid balance, late fees, interest and collection costs may be imposed and collected as set forth within the Association's Delinquency Policy.

### **ROOF ACCESS POLICY**

At the April 23, 2014 Board of Directors approved the following changes to CVHA Roofing Rules and Regulations:

Roof repairs and replacement in Cypress Village comprise a major part of our budget and your Homeowners association strives to maintain your roof in the best possible manner. However, when a homeowner or service company, that is not a roofer, accesses the roof, it can cause damage to the roofing tiles. Tiles are delicate and not designed to be walked on.

Additionally, accessing a second story Townhome, using your neighbor's one-story townhome as a stepping stone is not permitted.

Service companies such as fumigation companies, satellite TV installers, solar companies, and painters, may only access your roof with prior CVHA approval, and you the homeowner will be held responsible for any damage caused to your roof.

To address this problem, a new policy has been implemented to protect your roof.

**Beginning May 1, 2014, anyone who requires roof access (homeowner or service Company) must first notify the on-site facility administrator via a written note or email, three (3) days prior to access.**

**This will ensure that any possible damage done to the roof will be acknowledged by CVHA and repairs can be made in a timely manner before significant roof damage occurs.**

**Failure to comply with this policy will result in a \$250.00 fine in addition to the roof repair costs for which homeowners are responsible.**