

- h) An inspection of the Common Area around the home will be conducted prior to the commencement of construction. Any damage to mailboxes, sprinklers, lawn, driveways, sidewalks, streets or any other common area amenities will be repaired by the Association and billed to the homeowner.
- i) Posted “No Parking” fire lane restrictions and all other Association traffic control signs must be heeded by construction crews. Homeowners are responsible for fines levied against their construction crews.
- j) JCCA hours of construction are as follows: (a) Monday through Friday 7:00 a.m. to 6:30 p.m. (b) Saturday 8:00 a.m. to 6:00 p.m. and (c) at no time on Sunday or Federal Holidays. In consideration of your neighbors, it is preferred that no noisy construction take place on Saturday.

M. DOORS, WINDOWS, GATES & FENCES: Windows, Doors, Front Doors, Utility Doors, Exterior Window and Door Coverings, Garden Walls/Fences, Side Walls, and Gates require Architectural approval prior to being installed. All doors, windows, gates, and fences must be painted an approved JCCA color and cannot be left in their natural state. Screening materials on gates and fences are not permitted. Utility doors shall be true louvered for ventilation. All doors and windows on the same elevation must be replaced with approved compatible materials of the same color. All exterior window and door frames, except French doors, shall have the same color of trim throughout the entire Lot.

Glass garage doors (containing 4 or more glass panels) and glass front gates must be approved by the Architectural Committee prior to installation. Applications must meet the following requirements:

- a) A full color picture of the existing front exterior, or professionally drawn documents depicting the home’s exterior for new construction must be supplied.
- b) Door style must be harmonious with the entire exterior details of the residence.
- c) Gate frames, window trim, wood trim and fascia colors must be compatible with the proposed garage door.
- d) Any front gates must match style of garage door.
- e) Glass must be opaque and laminated. No transparent glass permitted.

N. DRAINAGE POLICY: Gutters and downspouts that carry rainwater to the ground must deposit water flow onto a Homeowner’s property and continue the flow in a direction such that the water has a path leading to a street gutter contiguous to the Homeowner’s property or a recognized drainage collector on or contiguous to the Homeowner’s property. Said path can run over the Homeowner’s unimproved ground or impervious driveway or sidewalk, as the case may be, or can be accomplished with underground piping. In the event underground piping is employed, the piping must have a downward slope with the run ending in a proper exit in the street gutter or drainage collector. The Homeowner must maintain the underground piping and its exit. No existing drains may be blocked or changed in any way without prior approval of the Architectural Committee. For any changes to hardscape, all existing ground drains and any proposed changes must be clearly identified on the plans submitted for Architectural Committee review.

O. EXPOSED EQUIPMENT, such as water softeners and air conditioning equipment, must be screened from the street and must be approved by the Architectural Committee.

P. COMPOSITE MATERIALS GUIDELINES: Must be approved by the Architectural Committee prior to installation. The Architectural Committee will consider composite-based building products in lieu of wood or wrought iron in the following areas:

1. Patio structures
2. Gates
3. Sunshades
4. Arbors
5. Trellises and lattices
6. Gazebos
7. Decks
8. Handrails
9. Fences
10. Wall cps
11. Siding on homes (If replacing existing siding, all elevations of the home must be included.)
12. Fascia (If replacing existing fascia, all elevations of the home must be included.)

The Architectural Committee is charged by the Board with the responsibility to support and uphold the harmony of external design, size and location in relation to surrounding structures and topography. Therefore, the following apply:

1. The material must meet the highest standards in the industry with appropriate warranties. NOTE: Products that are defined as “vinyl” are intentionally not included in the Association’s definition of “highest industry standards” and accordingly are not an approved material, except for windows.
2. A JCCA construction consultant may be engaged to determine material feasibility and to guard against inferior product material. The cost of utilizing the same shall be at the expense of the applicant.
3. Examples of acceptable composite materials will be available in the on-site Management Office and updated periodically.

Q. PATIO STRUCTURES, SUNSHADES, ARBORS, TRELLISES, GAZEBOS AND/OR HARDSCAPE ADDITIONS OR CHANGES:

The Architectural Committee shall review the height and placement of these structures to be certain that they do not obstruct neighbors’ views and to determine that all exposed surfaces harmonize with the colors of the existing dwelling. The side elevations of structures included in this section shall not be enclosed in any manner, except in the case where a wall of a main dwelling forms a natural enclosure to some or all portions of a side elevation.

Materials approved for use on the top of these structures are (1) materials matching the existing roof of the dwelling (2) flat plastic or fiberglass panels in neutral tones of beige (3) glass panels, (4) solid or spaced wood, and (5) fabric. Unacceptable construction materials include metal structures and supports including metal awnings, corrugated plastic, plastic webbing and reed-like or straw-like materials.

- R. PRIVATE POOLS:** Drainage and pool construction standards shall conform to overall development, grading, and drainage standards and to the City codes and standards. It is strongly recommended that the service of a soil engineer be retained to review pool plans and specifications prior to executing a construction contract.

Pool heaters shall be of the stack-less type. All pool equipment shall be screened from sight of adjacent property and from the view of any public right-of-way. It shall be located or sound attenuated in such manner so that it does not disturb the occupants of adjacent and nearby properties.

- S. SATELLITE DISH / ANTENNA INSTALLATION PROCEDURE: The Association has the legal authority to regulate the placement of satellite dishes/antennas under the Federal Communications Commission's (FCC) Over the Air Reception Device (OTARD) Rule, which was adopted by the FCC in October of 1996. The OTARD Rule provides that the Association may prohibit satellite dishes/antennas on Common Areas which are under the Association's control and maintained by the Association. Homeowners and residents are only allowed to place satellite dishes/antennas in areas under the exclusive use and control of the Homeowners or residents.

The Association wants to avoid any confusion as to where to place the satellite dishes/antennas and needs to make sure that installations do not damage the roofs or Common Areas which would be very expensive to repair. Such repairs would cost all Association members money in the long run and could lead to assessment increases.

The Board wants to allow Homeowners and residents to place satellite dishes in pre-approved locations, where good reception can be received.

The following rules, consistent with Civil Code Section 4725, will apply to all satellite dishes and antennas currently installed and to any dishes and antennas which may be installed in the future. Please read and follow these rules carefully.

1. Satellite dishes must be one meter in diameter (39.37 inches) or less.
2. Satellite dishes/antennas may be affixed to the fascia board (below the edge of the roof), patio cover or other post or column, or be placed on the resident's patio or balcony on a tripod stand which is set on the patio or balcony floor. Satellite dishes/antennas should be sited so they are as much as possible out of the sight of neighbors so as to preserve their views and the aesthetics of the community. For safety reasons, satellite dishes/antennas must be securely fastened to a secure mount and may not be placed on top of a wall or fence.
3. Satellite dishes/antennas may be installed on the roof of the Homeowner's residence, but should be as close to the chimney as possible in order to lessen the visibility of the dishes/antennas. In accordance with the Association's roof access policy and procedures, Homeowners must notify the Association's on-site manager of any work that requires access to the roof. Failure to comply with the roof access policy and any damage caused by the Homeowner or the Homeowner's installer will be the responsibility of the Homeowner.
4. Homeowners who have difficulty with reception at the approved locations should contact the Association's on-site Manager, who will arrange an inspection to determine potential alternative locations for placement of the dish/antenna in order to receive an acceptable signal.
5. All wiring for satellite dishes or antennas must be installed to minimize visibility and must be neat in appearance. Wherever feasible, cable must be placed inside channels that run from the roof eave to the ground.
6. Homeowners are required to remove any inactive satellite dishes or antennas within sixty (60) days of becoming inactive. Upon the transfer of ownership of a residence, the seller must remove the satellite dish or antenna prior to the close of escrow. The new Homeowner assumes responsibility for an inactive satellite dish or antenna that was not removed by the seller.

7. If you have any questions, please contact the Association's on-site manager
- T. **SKYLIGHT COLOR POLICY:** All skylights must be clear, smoke or bronze colored; and frames must be smoke or bronzed colored. *THE COST FOR REPAIRS OF SKYLIGHTS OR FOR ROOF LEAK(S) THAT ARE RELATED TO SKYLIGHT INSTALLATION WILL BE BORNE BY THE HOMEOWNER. THIS INFORMATION IS DISCLOSED DURING THE ESCROW PERIOD UPON SALE OF THE PROPERTY. **Installers are to follow installation guidelines provided by Association. These guidelines must be obtained from the on-site Management Office. Completed installation will be inspected by Association roofer. The cost of this inspection will be borne by Homeowner.*** Homeowners are also responsible for the costs associated with the preparation of a covenant by the Association's legal counsel.
- U. **URNS, POTS, PLANTERS AND TRELLISES** – Urns, pots and planters, if placed on top of perimeter exterior and retaining walls, should be exactly the same in: size, color, material and texture. Color should be neutral and unobtrusive. No artificial flowers, shrubs, plants or trees are allowed. Any statuary or animations are to be placed within the interior walls. No trellises or lattice are allowed on perimeter exterior walls, and retaining walls as well as any balcony or stairway railings. Foliage and flowers must be well maintained at all times.
- V. **WOOD GABLE REPLACEMENT POLICY:** Wood gable garage replacement is allowed for the repainting project where old wood is replaced by an approved Composite Material product in a seamless installation. Homeowner must fill out an Architectural Application and pay the Application fee. Approval by one committee member shall be allowed to accommodate paint schedule requirements.
- W. **SOLAR PANELS:** See on-site General Manager for current policy.
- X. **DRIVEWAY MODIFICATIONS:** Homeowners may request to modify the driveways by submitting an Architectural Application, obtaining the written approval of the Architectural Committee, and paying the costs associated with the preparation of a Driveway Covenant by the Association's legal counsel. The Covenant will be recorded with the County Recorder's Office and may affect the title to the property.
- Y. **VIEWS:** As originally constructed, certain Lots have a view or partial view. The intended view of all Homeowners shall be determined in accordance with the procedures set forth in this Section. The Committee shall be responsible for determining the Intended View. In the event of disagreement with any Homeowner, the decision of the Board of the Association shall be final and conclusive.
1. The “View” from a Lot means the contiguous substantive field of vision from anywhere on a Lot by a person standing or sitting on said Lot, and from second floor windows and balconies to a distant location(s), such as the ocean, gully, trees, hill, greenbelt, or other similar sight(s).
 2. Heights and placement of structures and landscaping in this section shall not obstruct the intended Views of impacted homeowners.
 3. In the event a Homeowner applies for and is authorized to install additional windows on their Lot, adding or expanding balconies, moving fences to increase a fenced area, or lowering the height of a fence, the location for the new installation is not subject to the same View rights. Further, no neighboring Owner not the Association shall be required to

remove any existing structure, landscaping, trees, etc. to create a View from the newly installed window, balcony, increased fenced area of the Lot, or reduced fence height. The intent of this section to preserve the intended View from a Lot, not to expand or reduce the same.

- Z. EXTERIOR DECKS, HANDRAILS, AND STAIRS: New or replacement decks or stairs on the outside of a residence are considered a major modification and must meet the JCCA requirements and fees for the project.
New or replacement of exterior handrails are considered a minor modification and must meet the JCCA requirements and fees for the project.

Any exact replacement of a deck, exterior hand railings, or stairs on a residence requires drawings which will be reviewed by the Architectural Committee to verify that the project is a true replacement and not a modification or upgrade. An exact replacement of a deck, exterior hand railings, or stairs, may or may not receive an Architectural Committee challenge and is considered a minor modification.

Decks:

New or expanded decks (as well as deck reductions) will require close review and scrutiny by the Architectural Committee to include the following factors.

1. Neighbor privacy aspects
2. Use of acceptable types of building materials
3. Deck must fit within the lot boundaries of the property and shall conform to all set-back requirements.
4. Harmonious look within the community
5. Shape must conform to general community standards without arches, curves, odd angles, etc.
6. For the purpose of constructing a deck or deck extension, no exterior walls may be extended or enlarged, i.e., wing walls.

Size:

Decks may not extend past the furthest point of any house wall in the same elevation as the deck. This includes projection as well as width.

Materials:

Decks must be made of wood or composite. Composite is defined as Trex or equivalent. Samples of acceptable materials are available in the on-site Management office. Deck colors are to be from the approved Jasmine Creek color palette.

Deck support posts can be made of wood or wood/steel posts that are clad with approved materials i.e., brick, stone, etc. Cladding materials must be approved by the Architectural Committee for both composition as well as color. Support beams and posts must meet all state and city code requirements. Supports and posts are to be painted from the approved Jasmine Creek color palette. Any new concrete foundation color and materials, if applicable, must match as closely as possible any existing patio or hardscape materials.

Other Considerations:

Decks may not be constructed above the highest floor level of the residence (no elevated decks). Decks must meet all City and State building codes. Moreover, Architectural approval requirements also apply to any type of screening material installed on deck.

Hand Railings:

Exterior hand railings on decks must be made of wood, composite, glass, or cable. Composite is defined as Trex or equivalent. In the case of glass, the framework must consist of wood, composite, aluminum, or stainless steel. The framework color must be from the approved Jasmine Creek color palette. The glass must be clear in color.

Other Considerations:

All exterior handrails must meet all City and State building codes., Architectural approval requirements also apply to any type of screening material installed on the railing.

Stairs

All proposed stairs leading to second floor decks must meet the following Architectural Committee rules and regulations.

Size:

Stairs may not extend past the furthest point of any house wall in the same elevation as the deck. This includes projection as well as width.

Materials:

Stairs can be made of wood or metal. Metal stairs must be constructed of steel, aluminum, or stainless steel. Stair color must be from the approved Jasmine Creek color palette.

Shape:

The configuration of exterior stairs leading to a second-floor deck may be spiral or straight block design depending on available space and aesthetics.

Other Considerations:

All stairs must meet city and state building codes.

AA. GARDEN WALL HEIGHTS: Garden walls should generally be limited to a six (6') feet maximum height. Exceptions will be considered by the Architectural Committee on a case-by-case basis.

BB. GARDEN WALLS FACING ASSOCIATION GREEN BELTS:

1. *Smooth Stucco:* Smooth stucco applications are allowed on garden walls facing JCCA greenbelts. Walls must be painted JCCA Dunn Edwards Navajo White color.
2. *Height:* Garden walls facing greenbelts may not exceed six (6') feet in height.

CC. PLANTERS ABUTTING NEIGHBORS' WALLS: Planters may be installed against a neighbor's building wall only if proper drainage is provided. This requirement does not apply to planters abutting garden walls.

DD. SMOOTH STUCCO APPLICATION: JCCA GM inspects all residences, identifying common walls that cannot have smooth application prior to the start of any stucco project. In the event an application is submitted and approved by the Architectural Committee to install smooth stucco to the exterior of a property, the Applicant may also obtain the approval from their

neighboring property to apply smooth stucco to adjoining residence common wall to provide a uniform appearance within the interior of the courtyard. However, the neighboring property owner is under no obligation to accept or approve such a request. Please be further advised that the neighboring applicant will be required to execute an agreement with the Association acknowledging and agreeing that their will continue to be responsible for the maintenance, repair, and replacement of their shared wall. Such agreement will be prepared by the Association's legal counsel at the sole cost and expense of the Applicant.

- EE. SEWER CLEANOUT: Any required sewer cleanout cannot be installed on the Association sidewalk.
- FF. SURVEYS: Property surveys may be required for applications that include relocating walls closer to streets or greenbelts. The Architectural Committee will make this determination on a case-by-case basis.
- GG. TV'S, OUTDOOR: The installation of an outdoor TV is considered an exterior property change that requires approval by the Architectural Committee.
- HH. UTILITY VENTS AND RAIN GUTTERS. Copper is permitted for utility vents and rain gutters.
- II. GARAGE DOORS: Garage doors must be compatible and harmonious with exterior style of the surrounding residences.
- JJ. IMPROVEMENTS DISCLOSURE TO ESCROW – The cost for maintaining Homeowner improvements to property shall be the sole responsibility of the Homeowner of record; all subsequent transfers of the property shall reflect the above requirement in a property disclosure statement, which shall be provided by JCCA Management as an addendum to the escrow instructions.

XXXI. ENFORCEMENT

The Association has the express authority to enforce the terms of the Governing Documents and the Association's Rules and Regulations. Exercising that authority permits the Board to take disciplinary measures against a violating Resident or Owner, which may include, but are not limited to, the levying of Fines, Compliance Assessments, and/or the use of formal legal action to compel the violator's compliance and to recover all legal fees and costs incurred by the Association in doing so.

- A. BASIC POLICY ON PENALTIES, FINES, AND FEES – It is the policy of the JCCA to protect the rights and privileges of our members and to enforce the governing documents (CC&Rs, Bylaws and Rules and Regulations) of the Association pursuant to the authority vested in the Board of said Association by the governing documents. The following system of penalties, fines and fees is hereby established and supersedes all previously adopted systems for such penalties and fees.

This system shall be binding on the members of the Association and shall not be the exclusive remedy of the Association to deal with violations of the governing documents. Members shall be responsible for the acts or omissions of their guests, lessees, or invitees. All penalties and fines, pursuant to this Fine Policy, shall be imposed by Board action after reasonable notice and hearing.

- B. VIOLATIONS OF CC&RS – Pursuant to Article XIV, Section 1, of the CC&Rs, the Association has the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of the Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to enforcement thereof.
- C. NON-PAYMENT OF ASSESSMENT – Pursuant to Article IV, Section 1 of the CC&Rs, the Association has the right to proceed to bring an action at law against a Homeowner for non-payment of assessments. Article XI, Section 1(d) of the CC&Rs provides that the voting rights and use of the recreational facilities by any member may be suspended by action of the Board of Directors during any period when assessments owed by such member remain delinquent.
- D. SUSPENSION OF PRIVILEGES – Article XI, Section 1(d) of the CC&Rs states that the Association has the right to suspend the right to use the recreational facilities by a member for any period during which any assessment against the Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the Rules of the Association, provided that any suspension of such right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Board of Directors of the Association, after notice and hearing given and held in accordance with the Bylaws of the Association.
- FINES – Pursuant to Article VI, Section 1 (a) and Article XI, Section 1 (b) of the CC&Rs, fines may be levied by action of the Board of Directors, after notice and hearing, in accordance with the fine schedule provided in Article XXVIII of these Rules. Such fines shall become the personal obligation of the Homeowner (even though a tenant may be residing in the property and have incurred the fine) and shall be billed and collected in the same manner as special assessments, except that the Association may not record a lien with respect to any such fine imposed. However, the Association may collect any fines imposed through the filing of a legal action.
- E. CONTINUING FINES FOR CONTINUING VIOLATIONS -The Association’s notice of hearing may provide that the Board will be considering imposition of the fine on a continuing daily, weekly, or monthly basis. If such a continuing fine is imposed by the Board after notice and hearing, the responsible Homeowner will be liable for the amount imposed for each day, week, or month the violation continues unabated. Homeowners subject to a continuing fine are responsible for notifying the Association promptly upon bringing their property into compliance so that the Association can re-inspect the property and stop the recurring fine once compliance is confirmed.

XXXII. PROCESS FOR PLACING ITEMS ON MONTHLY BOARD MEETING AGENDA

Owners may request that an item be placed on the monthly Board meeting agenda. The Owner must submit their request in writing to the on-site office no later than the Monday of the week prior to the week when the Board meeting will be held. The item requested will be reviewed by the Board President, who will make the final determination as to whether or not it will appear on the agenda. Owners may attend the monthly Board meetings and discuss any items in Open Session/Homeowner Forum.

XXXIII. TYPES OF VIOLATIONS AND THEIR RELATED FINE SCHEDULES

- A. Failure to comply with or violation of CC&Rs or Rules not specifically set forth below:
 - First offense Warning
 - Second offense \$50.00
 - Third offense, etc. \$100.00/possible suspension of privileges

- B. Failure to comply with Animal Control Rules and Regulations:
 - First offense \$50.00
 - Second offense, etc. \$100.00/possible suspension of privileges

- C. Any damage to Association property (including gate strikes):
 - First offense \$500.00 plus repair costs and/or legal action.
 - Second offense, etc. \$1,000.00 plus repair costs and/or legal action.

- D. Littering, disposal, trash, grass clippings, debris on or around common areas and facilities:
 - First offense \$50.00
 - Second offense \$100.00/possible suspension of privileges

- E. Trash containers put out earlier than 3:00 PM the day before scheduled pick up or left out later than 8:00 PM the day of scheduled pick up:
 - First offense Warning
 - Second offense \$50.00
 - Third offense, etc. \$100.00

- F. Illegal parking of autos by Resident or guest:
 - First Parking Violation Notice \$25.00
 - Second Parking Violation Notice \$50.00
 - Third Parking Violation Notice \$100.00 + towing and towing costs

- G. Failure to abide by posted JCCA traffic signs (speeding, failure to stop):
 - First offense \$50.00
 - Second offense, etc. \$100.00 + possible suspension of privileges

- H. Illegal parking of boats, motor homes (CC&Rs, Article X, Section 6):
 - First offense Warning
 - Second offense \$50.00
 - Third offense etc. \$100.00 + possible towing and towing costs

- I. Illegal parking causing emergency situation (blocking emergency vehicles, parking in red zone):
 - Any offense \$100 + towing and towing costs

- J. Use of motorcycles or other motor-driven vehicles in areas other than streets:
 - First offense \$50.00: Damage to JCCA property=\$500 + costs
 - Second offense, etc. \$100.00: Damage to JCCA property=\$500 + costs

- K. Failure to trim trees or shrubs at the direction of the Association:
 - First notice Warning
 - Second notice \$100.00

- Third notice \$150.00/week and possible further legal action.
- L. Architectural Violations
- Minor Modification \$200.00 per month
 - Major Modification \$1,000.00 per month

XXXIV. SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

RESOLUTION PROCEDURES – Pursuant to the requirements of California Civil Code Sections 5310, 5920, and 5965, the Association hereby provides notice and a summary of the following Internal Dispute Resolution (“IDR”) and Alternative Dispute Resolution (“ADR”) procedures as follows:

- A. INTERNAL DISPUTE RESOLUTION: Either party to a dispute within the scope of Civil Code Section 5900-5920 may invoke the following procedure:
1. Either 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 the Association may refuse a request to meet and confer. The Association shall not refuse a request to meet and confer.
 3. The Association’s Board of Directors shall designate at least one Director to meet and confer with the member.
 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. The parties may be assisted by an attorney or another person at their own cost when conferring.
 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.
 6. A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - (a) The agreement is not in conflict with the law or the Governing Documents of the Association.
 - (b) 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.
 7. A Member of the Association may not be charged a fee to participate in the IDR process.
- B. ALTERNATIVE DISPUTE RESOLUTION: Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits pursuant to California Civil Code Section 5965.
- C. Please be advised that Civil Code Sections 5915 and 5965 could be subject to different interpretations. Each Homeowner should consult with his/her own attorney regarding appropriate compliance with the statute.

1. SCOPE OF STATUTE: Civil Code Section 5925(a) defines “Alternative Dispute Resolution” as mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. Civil Code Section 5925(b) defines “Enforcement Action” as a civil action or proceeding, other than a cross-complaint, filed by either individual Homeowners or community associations, for any of the following purposes.
 - a) Enforcement of the Davis-Stirling Common Interest Development Act, Civil Code Section 4000 *et seq.*
 - b) Enforcement of the California Nonprofit Mutual Benefit Corporation Law (commencing with Section 7110 of the Corporations Code).
 - c) Enforcement of the governing documents of the common interest development.

The Association or a Homeowner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to Civil Code Section 5930.

Civil Code Section 5930 only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the small claims court jurisdictional limits. This section does not apply to a small claims action and except as otherwise provided by law, this section does not apply to an assessment dispute.

2. COMPLIANCE PROCEDURES: The ADR process is initiated by one party serving all other parties with a “Request for Resolution”, which shall include all of the following:
 - a) A brief description of the dispute between the parties.
 - b) A request for alternative dispute resolution.
 - c) 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.
 - d) If the party on whom the request is served is the Homeowner of a separate interest, a copy of the Civil Code Sections 5925-5965.

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.

The party on whom the Request for Resolution is served has thirty (30) days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party on whom the Request for Resolution is served accepts the Request, the parties shall complete the ADR within 90 days after the party initiating the Request receives the acceptance, unless this time period is extended by written stipulation signed by both parties. The cost of the Alternative Dispute Resolution shall be borne by the parties.

Statements, negotiations, and documents made or created at, or in connection with ADR (except for arbitration) are confidential.

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 Civil Code Section 5935 for response to a Request for Resolution.
- b) If the Request for Resolution is accepted, the period provided by Civil Code Section 5940 for completion of ADR, including any extension of time stipulated to by the parties pursuant to Section 5940.

Pursuant to Civil Code Section 5950 (a), at the time of commencement of an Enforcement Action, the party commencing the action shall file with the initial pleading a certification stating that one or more of the following conditions is satisfied:

- a) ADR has been completed in compliance with the Civil Code Section 5925, et seq.
- b) One of the other parties to the dispute did not accept the terms offered for ADR.
- c) Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to Civil Code Section 5950 (a) is grounds for a demurrer or 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.

Civil Code Section 5955 (a) provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

3. **FAILURE TO PARTICIPATE IN SOME FORM OF ADR:** In an Enforcement Action, in which fees and costs may be awarded pursuant to Civil Code Section 5975 (c), the court in determining the amount of an award of attorneys' fees and costs, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.

In accordance with California Civil Code Section 5965, the Board of Directors of Association hereby advise you of the following:

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the Association or another member of the association regarding enforcement of the governing documents or the applicable law.

4. **NO EFFECT ON VOLUNTARY PARTICIPATION IN ADR:** The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California Corporations Code Section 7110, *et seq.*, or the Davis-Stirling Common Interest Development Act, Civil Code Section 4000, *et seq.* to some form of IDR/ADR, even if those disputes may be technically outside of the IDR/ADR statutes.