



Canyon Ridge

AT CARMEL DEL MAR HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS ARCHITECTURAL GUIDELINES AND

INFORMATION HANDBOOK

Updated January 2024

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This version includes new material.

- EXHIBIT "A" PAINT COLOR SCHEME on page 35
- SOLAR ENERGY RULES & REGULATIONS on page 39
- ELECTION RULES beginning on page 39

1 EMERGENCY PHONE NUMBERS/ADDRESSES

Fire Department (Emergency Use Only)911

Paramedics (Emergency Use Only)911

San Diego Police Department (Emergency Use Only)911

Coast Guard Search & Rescue911

Animal Control Department (619) 236-2341

Arson..... (619) 236-6815

Child Abuse and Neglect Hot Line (858) 560-2191 or (800) 344-6000

Noise Complaint (General Noise) (619) 531-2000

Poison Control (800) 222-1222

Rape and Domestic Violence Hot Line (888) 385-4657

San Diego Police Department (Non-Emergency) (858) 523-7000

Suicide Prevention – 24 Hour National Lifeline (800) 273-8255

Youth National Crisis Line (800) 843-5200

City of San Diego Emergency Fire Procedures
<https://www.sandiego.gov/fire/services/policies>

San Diego County Emergency Operations Plan
https://www.sandiegocounty.gov/content/sdc/oes/emergency_management/oes_jl_oparea.html

Earthquake Emergency Plan
<https://www.sandiego.gov/fire/safety/tips/earthquake>

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PREFACE

This handbook has been compiled by CANYON RIDGE AT CARMEL DEL MAR HOMEOWNERS ASSOCIATION (Association) to outline the operation procedures of the Association and to provide other information about your Association's property (Community). The purpose of your Association is to protect, maintain and enhance the Community while making association living a pleasant experience for everyone.

The Association concept is an ingenious device for engaging able people to manage the Community's assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the Community's welfare—the property owners.

Living in a planned development can be a happy and rewarding experience. A planned development helps ensure that the original planning concepts and design that went into creating the Community are preserved, protected, maintained and enhanced.

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION

Each owner should have received a copy of the Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and the Bylaws for Association. Along with the Rules and Regulations and Architectural Review Guidelines, that the Board of Directors (Board) can modify and distribute periodically, these are the governing documents. Please become completely familiar with these publications, since they set forth in detail, the rights, duties and obligations of each owner; and they, not this Handbook are the official documents which cover these rights. These Rules and Regulations **supplement** the CC&Rs.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND THE RULES AND REGULATIONS ENTIRELY. If there are any questions, or if you do not have copies of the Association's Governing Documents, please contact the Management Company in writing.

In order to maintain a responsible and successful Community, the Governing Documents must be observed. They insure the enjoyment of your Community and the continuing appreciation of your individual investments. We trust that your knowledge of this information will enhance your daily enjoyment of your new residence at CANYON RIDGE.

3 USEFUL PHONE NUMBERS/ADDRESSES

Canyon Ridge HOA	website: https://www.canyonridgehoa.com email: admin@canyonridgehoa.com
MANAGEMENT COMPANY	Walters Management 9665 Chesapeake Drive Suite 300 San Diego, CA 92123 (858) 495-0900 (Main) (858) 576-5584 (Direct) (858) 495-0909 (Fax)
FIRE DEPARTMENT (Carmel Valley Sub Station)	13077 Hartfield Ave Cross street Del Mar Heights Road San Diego, CA 92130 (619) 533-4300 (non-emergency)
FIRE DEPARTMENT (Del Mar)	2200 Jimmy Durante Boulevard Del Mar, CA 92014 Business (619) 755-9313 (non-emergency)
FIRE DEPARTMENT (Main San Diego)	1010 2 nd Avenue, #400 San Diego, CA 92101 (619) 533-4300 (non-emergency)
HOSPITALS/ MEDICAL ASSISTANCE	Scripps Memorial Hospital – La Jolla 9888 Genesee Avenue La Jolla, CA 92037 (858) 626-4123
HOSPITALS/ MEDICAL ASSISTANCE	Scripps Memorial Hospital – Encinitas 354 Santa Fe Drive Encinitas, CA 92024 (760) 633-6501
SCRIPPS CLINIC CARMEL VALLEY	3811 Valley Centre Drive San Diego, CA 92130 (858) 764-3000
MD TODAY URGENT CARE	3830 Valley Centre Drive Suite 702 San Diego CA 92130 (858) 720-0554
PUBLIC LIBRARY Carmel Valley Branch	3919 Townsgate Drive San Diego, CA 92130 (858) 552-1668
COUNTY LIBRARY Del Mar Branch	1309 Camino Del Mar Del Mar CA 92014 (858) 755-1666

SAN DIEGO POLICE DEPARTMENT Northwestern Division Station (non-emergency)	12592 El Camino Real San Diego, CA 92130 (858) 523-7000 Report non-emergency issues to (858) 484-3154
POST OFFICE Sorrento Valley Branch	3974 Sorrento Valley Boulevard Suite 100 San Diego, CA 92121 (800) 275-8777
POST OFFICE Del Mar Branch	122 15 th Street Del Mar, CA 92014 (858) 350-9513
UTILITIES	San Diego Gas & Electric (800) 411-7343 San Diego Water Dept. (619) 515-3500 Spectrum Cust. Service (877) 463-0677 AT&T Uverse (877) 310-1003
SCHOOLS	Del Mar Union School District (858) 755-9301 Solana Beach Elementary School District (858) 794-7100 San Dieguito Union High School District (760) 753-6491
ANIMAL SHELTER NORTH COUNTY	2481 Palomar Airport Road Carlsbad, CA 92011 (619) 236-2341
CITY OF SAN DIEGO	202 C Street, 11 th Floor San Diego, CA 92101 Mayor's Office (619) 236-6330 1 st District Councilman's Office (619) 236-6611
CITY OF DEL MAR	1050 Camino Del Mar Del Mar, CA 92014 (858) 755-9313
USEFUL WEBSITES	
About Carmel Valley City of San Diego San Diego County	https://www.cvsd.com https://www.sandiego.gov https://www.sandiegocounty.gov

4 GENERAL INFORMATION

The purpose of your Association is to protect, operate and maintain the property and assets of Canyon Ridge for the mutual benefit of all owners. Your cooperation is essential in order to accomplish these purposes; and common sense and consideration for your neighbors are the keys to its success.

Each owner is a member of the Association, and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the Community continues to be a showcase long after all the homes are sold because the quality of the Community is preserved, maintained and enhanced.

4.1 ASSESSMENTS

Assessment payments are the life-blood of any community association. The Association simply cannot protect the value of the owner's property unless it has funds to maintain or improve the Community. The only significant source of funds for the Association is the monthly assessment paid by all owners (the Association receives a small amount of interest income, and occasional income from other sources, but it is nominal). If assessment payments are not made, the Association cannot function.

The assessments that you pay are used to operate and maintain the Community on your behalf. Use of such funds is strongly regulated by state law. For example, some of each month's assessment pays for current maintenance (such as lawn mowing or pool cleaning) while other funds are set aside into a state-mandated reserve account to pay for repair or replacement of assets with an expected life of more than one year (such as street paving and the front entry gates). That way, when a "big ticket" item needs replacing, the Association has accumulated the funds to pay for it and does not have to resort to a special assessment. The Association hires a professional consultant who reviews the reserves and recommends adjustments for inflation and other changes in costs.

All owners share in the responsibility for and the benefit from the assessments we pay. Failure by any owner to pay assessments as they come due affects every other owner, and for this reason, your Association has adopted a strict collections policy regarding late assessment payments. This Delinquency Policy is described fully in the next section, but in general, you should know that the Association will aggressively pursue late payments, the delinquent owner will have to pay all collection costs, he/she may be sued, and ultimately may lose his/her home in a foreclosure sale.

If you have questions regarding this policy, or if you anticipate a delay in any assessment payment, notify the Association **in advance** by calling the Management Company.

4.2 DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS

As Required by Civil Code Section 1365

The following are the normal procedures used by the Association. However, the Board reserves the right to act more quickly if it believes it is warranted, so long as the Association observes at least the minimum time limits set by law and our governing documents.

1st Month Delinquent (30 days) – Balance forward appears on monthly statement. Statement indicates that any balance over 30 days past due is subject to legal action.

2nd Month Delinquent (60 days) – Balance forward appears on the monthly statement. Homeowner is sent final impending lien letter via certified mail and regular mail. The lien signature pages are requested to be signed by the Board at the board meeting when the homeowner is 60 days past due. Property deeds are ordered in preparation of filing the assessment liens.

3rd Month Delinquent (90 days) – Balance forward appears on the monthly statement. Assessment lien is filed against the property and a copy of the lien is sent from the county recorder to the owner. Lien cost and interest penalties are added to the account balance.

4th Month Delinquent (120 days) – Balance forward appears on the monthly statement. Homeowner is sent preliminary foreclosure letter.

5th Month Delinquent (150 days) – Balance forward appears on the monthly statement. Account file is sent to attorney and attorney files appropriate legal action. Attorney fees are added to the account.

Service Charge Policy – Accounts are considered due on the first of each month, in advance. They are considered delinquent on the 15th of each month. The monthly statement indicates the terms. Service charges are posted on the 15th day of the delinquency and the charges appear on the new statement. The computer assesses a service charge on all accounts with a balance equal to or greater than the current monthly assessment fee (CC&Rs page 29 section 19).

4.3 INSURANCE INFORMATION

The Association complies with the Davis-Sterling Common Interest Development Act by providing notice to all owners regarding insurance coverage. All insurance policies (or certificates) showing the premiums that have been paid and details of the policy shall be retained by the Association and open for inspection by owners during regular business hours at the Management Company.

Each owner shall separately insure the interior contents and walls of their unit against loss by fire or other casualty. Each owner shall be responsible to pay the premiums for insurance covering their interior contents and walls and any deductible amount for any loss to their Residential Unit Envelope. In the event any insurance policy deductible amount relating to an owner's loss is charged to the Association, the owner shall reimburse the Association upon written demand for the amount charged to the Association. No owner shall insure their interior contents and walls in any manner which would cause any diminution in insurance proceeds from the master policy. Should any owners violate this provision, they shall be responsible to the Association for any diminution.

The Board encourages all owners to carefully read the master policy of the Community in order to assess whether or not the policy you have purchased includes adequate coverage for your Residential Unit Envelope, living unit and personal liabilities.

4.4 FINANCIAL AUDITS / BUDGETS

Financial audits or reviews are prepared by an independent accountant at the end of each fiscal year and are mailed to owners of record upon completion. Additionally, an annual budget is prepared by the Board that is also mailed to owners of record.

5 COMMON MAINTENANCE AREA PROBLEMS

To report non-emergency problems related to the Common Maintenance Areas, please contact the Management Company in writing or by using the EXHIBIT "C" CUSTOMER SERVICE FORM on page 38.

If the emergency situation is one which involves the Common Maintenance Area, please report the incident as soon as possible.

THANK YOU FOR YOUR COOPERATION

6 ASSOCIATION MEETINGS

The Association is governed by a Board. The Board holds regular meetings bi-monthly or as deemed necessary. Please contact the Management Company for the date, time and location of the next meeting. Notification of meetings will also be provided by the Association through various means. The responsibility of the Board is to maintain, protect and enhance the Common Maintenance Area property and Community.

Homeowners are encouraged to attend meetings of the Board. With the exception of Executive Sessions, Regular and Special meetings of the Board are open for observation to all Members. Members who are not on the Board, however, may not participate in any discussion unless by invitation of a Board Member after the conclusion of the homeowner forum. The nature of all business to be considered in executive session shall first be announced in open session.

Consultants have been employed on an as-needed basis to guide and assist the Board in fulfilling their responsibilities and in doing an audit each year. Consultants are generally employed in the following areas:

- Landscape
- Finance
- Insurance
- General Common Area Maintenance
- Legal

Notice of the date, time and location of the Annual Meeting will be mailed to the owners of record, prior to the meeting, at the address of each residence or to the mailing address designated in writing by any owner. In order to establish a quorum so that business can be conducted, it is imperative that owners either attend in person or submit their ballot. To avoid surprises at membership meetings, no item that is appropriate for a vote of the owners may be presented at any membership meeting, either by the Board or the owners,

unless that item has been contained in the notice of that meeting and included on any ballot circulated for that meeting.

7 GENERAL RULES AND REGULATIONS

7.1 INTRODUCTION

The rules and regulations contained herein are issued by the Board as authorized by the governing documents of the Association. This is a supplement to the Association CC&Rs and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&Rs shall prevail.

The Board shall adopt appropriate Rules and Regulations concerning the Association. Notification of any proposed changes to the Rules and Regulations will be provided to all Homeowners in accordance with California Civil Code. Neither an owner, its family, contract purchasers, lessees or tenants, nor their guests, invitees or licensees shall violate any of the CC&Rs, the Bylaws or the Rules and Regulations of the Association or the resolutions of the Board.

The Rules and Regulations are intended as a guide for the conduct and activities of all owners, tenants, residents and their guests. Each owner or resident living within the Community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of San Diego, and all ordinances and codes apply. Each home shall be used for single-family residential purposes only. Conducting a business of any kind on the premises is forbidden, unless such business fulfills the requirements contained in the CC&Rs, Article IV, Section 2, Commercial Activity.

7.2 CHANGES IN RULES AND REGULATIONS

The Board may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness and for the protection of the Community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident, it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Owners, including absentee owners, are responsible for ensuring that tenants and guests abide by these Rules and Regulations. **OWNERS MUST PROVIDE A COPY OF THESE RULES AND REGULATIONS TO THEIR TENANTS.** Additional copies are available from the Management Company. A copy is also provided on the HOA website at www.canyonridgehoa.com.

7.3 OWNER'S COMPLIANCE

1. All owners, residents and guests are required to abide by the provisions of the CC&Rs, the Bylaws and the established Rules and Regulations. The Board may lawfully amend decisions and resolutions from time to time. Owners are held

- responsible for the actions of the tenants, guests and other residents of their home. Anyone refusing to abide by these rules may face corrective action decided by the Board.
2. The Management Company, acting on behalf of the Association, has been instructed by the Board to require the compliance of persons on the Association properties with the provisions of the Rules and Regulations, CC&Rs and Bylaws. If there is a violation, please contact the Management Company in writing.
 3. Violations of the rules and regulations:
 - a. IT IS THE RIGHT AND DUTY OF EACH RESIDENT TO REPORT VIOLATIONS IN WRITING TO THE BOARD THROUGH THE MANAGEMENT COMPANY.
 - b. Indications of or actual violations will be brought to the attention of the owner and resident in writing by the Management Company following the policies established by the Board. For failure to correct the violation, the owner could be subject to legal fees or special assessment. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the situation will be the responsibility of the owner and they will be billed to the owner.

Please read the Association Rules and Regulations carefully. If you unknowingly break any rule, and the Property Manager or a Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association.

8 COMMUNITY RELATIONS

8.1 LIABILITY OF OWNER

No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Common Maintenance Area. This includes the destruction of lawns, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to the Community will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items or property caused by themselves, members of their families, their guests, tenants, pets, contractors, sub-contractors, and the like. Owners are held responsible for the actions of their tenants and guests and may be assessed for their violations of the Rules and Regulations.

In case of a partial or total destruction of a residence or Common Maintenance Area, the owner shall, in such event, reconstruct it as soon as it is reasonably practical, in accordance with the original plans and specifications or approved modifications thereof.

8.2 COMMON AREA EQUIPMENT

Community equipment, such as time clocks, watering systems, gates, entry systems, locks, and the like, must be adjusted and set by authorized personnel only, to avoid breakage, and not by residents.

8.3 DESTRUCTION OF PROPERTY

As applied to a residence specifically, the owner shall reconstruct it as soon as it is reasonably practical, in accordance with the original plans and specification or approved modifications authorized by the Architectural/Landscaping Design Review Committee.

9 ENFORCEMENT

One of the primary functions of the Association is to ensure that its policies and procedures are observed by all owners. The objective of enforcement is to preserve the value of the Community, as well as to ensure that owners are treated fairly, and that everyone knows what to expect. The Association will make an effort to identify violations of the Rules and other governing documents and will notify owners in writing if a violation is observed. Owners are encouraged to report any violations.

In the unusual instance when a violation cannot be resolved easily, the Association has adopted a strict policy of uniform, consistent enforcement. Since violation enforcement is a cost that is borne by all of the owners in the Community, the Association will make every effort to recover the costs of enforcement from the owners involved, including attorney fees.

The Board reserves the right to proceed to court or some other appropriate enforcement action, if the procedures set forth in this section could create an unreasonable delay or could create any immediate or irreparable harm to the Association or other owners.

The Board reserves the right to install surveillance cameras to monitor activity which may constitute violations of the governing documents and rules. The Association is not responsible for the personal security of its owners/residents. We respect our owners' privacy and access to the camera's footage includes the members of the Board, the Community service manager, attorney and insurance agent. Footage will only be turned over to third parties upon consultation with legal counsel, or upon police order or court subpoena.

To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among owners. There are two violations types: **Activity** and **Physical Problem**.

ACTIVITY VIOLATION ENFORCEMENT

An **Activity** violation shall mean one such as speeding, illegal parking, dog defecating on common area lawns, and the like.

1. If an owner is believed to be in violation of the Rules or other governing documents of the Association, the Board will send a warning letter notifying that owner of the violation, and asking the owner to discontinue the Activity that is in violation. The owner should respond in writing to this letter within ten (10) days to the Association's Management Company to explain the situation, or cease the Activity that generated the violation. In almost all cases, the process will end at this point.

2. If the Activity that generated the violation does not immediately cease and the owner has not responded in writing to explain the situation, or if the response is not satisfactory to the Board, the owner will be called to attend a Homeowner Hearing before the Board. The Association shall give the owner notice at least ten (10) days prior to the date of the hearing, either by personal delivery or first-class mail, at the owner's last known address, as shown in the Community's records. If the owner has not given an address to the Community, the owner's address will be presumed to be the address of the owner's property in the Community. The notice shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation for which the owner may be disciplined, and a statement that the owner has a right to attend the hearing and may address the Board at the hearing, either in person or in writing, at the owner's option. The notice shall also inform the owner that, after the hearing, the Board will determine whether any discipline should be imposed and, if so, what the discipline will be.
3. To preserve decorum and avoid embarrassment to anyone, the Board will conduct all such hearings in executive session.
4. If, following the Homeowner Hearing, an owner is found to be in violation for a first repeat Activity violation, the Board will impose a \$50.00 fine on the owner's Homeowner Association account. The Board shall inform the owner, in writing, of its decision and the discipline imposed, if any, within fifteen (15) days after the date of the hearing, or within such other time period as may be provided in Civil Code Section 1363, as amended from time to time. The Board shall give the notice of its decision, either by personal delivery or first-class mail. However, the effective date of the discipline imposed shall not be any earlier than five (5) days after the date of the hearing, or until receipt of the written notice of decision, whichever occurs later. An owner shall be deemed to have received a notice of decision either upon the date of personal delivery or two (2) business days after mailing such notice by first class mail, postage prepaid, whichever occurs first.
5. Fines for additional Activity violations within 90 days of the first warning letter will double to \$100. Any fines not paid will result in legal action. Fines and collection costs will be assessed to the owner's Homeowner Association account.

PHYSICAL PROBLEM ENFORCEMENT

Examples of a Physical Problem violation would be unauthorized trash dumping or object that needs removing, removal of an illegal sign, non-approved screen door that needs to be removed, improper paint colors, and the like.

1. If an owner is believed to be in violation of the Rules or other governing documents of the Association, the Board will send a courtesy notice notifying that owner of the violation, and asking the owner to correct the Physical Problem. The owner should respond in writing to this letter within ten (10) days to the Association's Management Company to explain the situation. In almost all cases, the process will end at this point.
2. If the Physical Problem is not resolved within ten (10) days after the first written notice, and the owner has not responded in writing to explain the situation, or if

- the response is not satisfactory to the Board, the owner will be called to attend a Hearing before the Board.
3. The Association shall give the owner notice at least ten (10) days prior to the date of the hearing, either by personal delivery or first-class mail, at the owner's last known address, as shown in the Community's records. If the owner has not given an address to the Community, the owner's address will be presumed to be the address of the owner's property in the Community. The notice shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation for which the owner may be disciplined, and a statement that the owner has a right to attend the hearing and may address the Board at the hearing, either in person or in writing, at the owner's option. The notice shall also inform the owner that, after the hearing, the Board will determine whether any discipline should be imposed and, if so, that the discipline will include:
 - a. The setting of a "cure date", that is, a date by which the Physical Problem must be corrected.
 - b. Notice that, if the Physical Problem is not corrected by the "cure date," the Association will assess the owner's Homeowner Association account \$50 for the first month, or any fraction thereof, after the cure date that the Physical Problem continues uncorrected.
 - c. Notice that, if the Physical Problem remains uncorrected, the fine will double to \$100 in the next month or fraction thereof, \$200 in the next month or fraction thereof, and finally \$400 in the next month and each subsequent month or any fraction thereof, that the Physical Problem continues uncorrected.
 4. To preserve decorum and avoid embarrassment to anyone, the Board will conduct all such hearings in executive session.
 5. If, following the Homeowner Hearing, an owner is found to be in violation for a Physical Problem, the Board shall inform the owner, in writing, of its decision and the discipline, if any, to be imposed. The Board shall give the notice of its decision, either by personal delivery or first-class mail, within fifteen (15) days after the date of the hearing, or within such other time period as may be provided in Civil Code Section 1363, as amended from time to time. An owner shall be deemed to have received a notice of decision either upon the date of personal delivery or two (2) business days after mailing such notice by first class mail, postage prepaid, whichever occurs first.
 6. The discipline in the written notice of decision shall include any "cure date" established by the Board and the schedule of fines that the Board will levy until the Physical Problem is corrected, as provided in Paragraph 3 above. The "cure date" shall not be any earlier than five (5) days after the date of the hearing, or until receipt of the written notice of decision, whichever occurs later.
 7. If the owner believes the Physical Problem has been cured, the owner must give notice, in writing, to the Association, that the Physical Problem has been cured. The Association will then verify whether or not the owner has cured the Physical Problem. If the Association verifies that the Physical Problem is cured, the discipline will cease as of the date the Association receives such written notice from the owner.

Note: During any period of time that a violation is being resolved, owners are still responsible for total payment of all Association dues and any other Community assessments as may be imposed.

SCHEDULE OF FINES		
Notice	Type of Violation	Amount
1 st notice	Activity/Physical Problem	\$0
2 nd notice	Activity Physical Problem	\$50 \$0 and set cure date
1 st month or part after cure date 2 nd month or part after cure date 3 rd month or part after cure date 4 th month (or part) after cure date Each subsequent month after 4 th month or part	Unresolved Physical Problem	\$ 50 \$ 100 \$ 200 \$ 400 \$ 400
3 rd notice Activity (within 90 days of 1 st notice)	Activity	\$ 100

9.1 SPECIAL NOTICE

Should a violation occur which imposes financial obligation on the Association, then the party responsible for said violation shall reimburse, by way of a special assessment, the Association for this financial obligation. For example, the damage to a fence, wall, tree, lawn or any other common property shall be repaired by the Association and the expense of the repair shall be charged to those who committed the act in direct conflict with CC&Rs, Bylaws and Rules and Regulations of the Association.

9.2 ALTERNATIVE DISPUTE RESOLUTION

The Association or any owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&Rs, as well as these Rules. However, according to California law, most disputes between owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration), before a lawsuit may be filed. The Association distributes notice of the requirements for alternative dispute resolution annually. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

10 NOISE AND NUISANCES

Under California Civil Code Section 3479, a nuisance is anything that "is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of the property,

so as to interfere with the comfortable enjoyment of life or property.” Noise and other nuisances, such as cooking fumes or smoke, occur in every community. Owners are encouraged to be tolerant of occasional noise and other minor disruptions and to be sensitive to the fact that everyone in the Community lives in relatively close proximity to their neighbors. Because the majority of our homes do not have full size driveways and the streets are narrow, noises tend to be amplified. Noise and other nuisances therefore must be kept to an absolute minimum.

The Association has only limited authority to respond to noise and other nuisances. While the Association will notify owners when a complaint is received, the Association cannot intervene unless an owner’s conduct is a direct violation of the CC&Rs. In instances involving just two owners, especially subjective and hard to quantify nuisances, such as loud music heard through a wall, The Association has no authority to attempt to force an owner to do, or not do something. The Association cannot act as a landlord would act.

The Association will respond to any issue that it determines to be a specific violation of the CC&Rs. The Board will independently evaluate each situation to determine whether the conduct in question is within the Association’s area of authority. The Association will then notify the parties involved in writing, request that the problem be rectified, and may also request the individuals to participate in mediation or arbitration.

Above all, please make every effort to avoid disrupting your neighbor’s quiet use and enjoyment of their homes. Following are some simple guidelines that will greatly enhance the living environment at Canyon Ridge for all owners.

1. Notify your neighbors before you have a party or a barbecue that may involve music or loud talking/voices.
2. Please be considerate of those living close to you and keep noise levels as low as possible. Observe quiet hours in the early mornings before most people have started their days and in the evenings when people are sleeping, especially on week nights. Nothing shall be done that disrupts the Community’s tranquility or interferes with the quiet enjoyment of other occupants.
3. Owners should explain to their family members, tenants and guests that they should not unnecessarily disturb other residents. Owners are responsible for any damage caused by their family members, tenants and/or guests. This includes damage to any of the Association’s Common Maintenance Area and facilities.
4. The placement of portable sports apparatus such as basketball hoops, hockey goal posts, etc. upon any streets is prohibited at any time. All such equipment must be kept completely within each owner’s driveway or yard. All such sports apparatus must be portable and must be stored indoors overnight.
5. Radios, stereos, televisions, musical instruments, party activities, car horns, repeated false alarms from car alarms and other noise sources must be restricted at all times, to a level that is not disturbing to other residents.
6. No accumulation of rubbish or debris of any kind will be permitted on any Residential Unit Envelope so as to permit odors or pests to develop or to render any Residential Unit Envelope unsightly, unsanitary, offensive or detrimental to any other Residential Unit Envelope.

7. No clothing, household fabrics or other unsightly articles, that would be visible to your neighbors, shall be hung, dried or aired on any portion of the property or on the Common Maintenance Area.
8. Garments, rugs or similar items shall not be hung from windows or the facades of the property.
9. It is the owner's responsibility to use the City of San Diego established program for the removal and proper disposal of toxic and hazardous waste products. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze solvent, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any street, public or private, or into storm drains or storm water conveyance systems or anywhere else in the Common Maintenance Area.
10. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other chemical treatments shall meet Federal, State, County and City requirements as prescribed on their respective containers.
11. Driveways must be kept clean at all times and free of oil, rust, and other spots or stains. You may not park or leave your vehicle unattended in your driveway, especially if your car extends into the sidewalk or street. Any vehicle maintenance, except for washing, in your driveway is prohibited.
12. Exterior fires are strictly prohibited, except barbecue fires contained within receptacles specifically designed to contain fire. Fire pits or another type of receptacle for a fire must be approved in advance by the Board. Burning of leaves or any other material is strictly prohibited.
13. The use of power tools is prohibited prior to 8 am or after 9 pm.
14. Vehicles leaking oil and other fluids shall not be parked in Common Maintenance Areas at any time.

For corrective action, violations may be reported, in writing, to the Board by any owner or resident through the Management Company. Any activity which constitutes disturbing the peace or creating a public nuisance, as reasonably determined by the Board, is prohibited. Noise and other sources of irritation will be considered nuisances if they unreasonably offend, disturb, or annoy persons of ordinary sensitivity and sensibility.

11 TRASH REGULATIONS

Owners will be assessed for any clean-up services provided by the Association.

1. All trash, garbage, rubbish and other waste shall be deposited in the proper receptacles for that purpose as approved by the City of San Diego or other Public Agency.
2. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Residential Unit Envelope which will render such portion unsanitary, unsightly, offensive or detrimental to any other Residential Unit Envelope in the vicinity thereof or its occupants.
3. Sanitary containers may remain curbside for a period not to exceed twenty-four (24) hours before and after the regular scheduled pick-up.

4. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Common Maintenance Area, except in sanitary containers located in appropriate areas screened and concealed from view.
5. No owner shall permit any odor to arise so as to render any Residential Unit Envelope unsanitary, unsightly, offensive or detrimental to any other Residential Unit Envelope in the vicinity, or to its occupants.
6. Our waste disposal company does not pick up large discarded items such as old furniture, etc. The disposal of these items is the sole responsibility of the owner to remove from the premises and discard of at their discretion.
7. No trash or debris is to be left in any area that is visible to others such as walkways, patios, Common Maintenance Area, etc.
8. Owners are responsible for picking up their own trash spilled on Common Maintenance Areas, either by themselves or the waste company and disposing of it in sanitary containers.

12 SWIMMING POOL AND SPA

ATTENTION! Use the pool and spa at your own risk. The Association does not employ a lifeguard, and cannot guarantee the safety of anyone using the pool or spa facilities.

The recreational areas are primarily for the use and enjoyment of the Residents. The use of these facilities by a Guest is a privilege. The owners are held responsible for any damage or misconduct attributable to their families, Tenants and Guests, both financially and personally. Owners transfer all rights to use of recreational facilities when their units are occupied by Tenants.

1. Guests must be accompanied by a Resident at all times when using the facilities.
2. Any and all trash or waste is to be deposited in the cans provided. Please dispose of all waste items appropriately.
3. No glass of any kind will be permitted within the pool or spa confines. Plates, beverage containers or other such items must be of an unbreakable material. This includes lotion bottles or drinking tumblers.
4. No eating, drinking, or smoking while in the pool or spa.
5. Please be thoughtful and considerate of your neighbors. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited. This includes, but is not limited to, running, pushing, cannon-balling, excessive splashing or boisterous behavior in the pool or spa areas. Radio volumes and voices should be kept at a minimum level. This is especially important during late evening and early morning hours. The noise level must be kept to your personal area only, so as not to disturb others.
6. Pool and spa hours are:
8 am - 9 pm Sunday through Thursday
9 am - 11 pm Friday and Saturday
7. Usual and customary swimming attire is required. Cut-offs or blue jeans do not meet this requirement. Street clothing will not be permitted in the pool or spa.

8. Individuals or groups must not occupy the pool or spa or adjoining areas to the effective exclusion of others. This would include water polo games, floating toy games, playing loud music, large parties of outside guests that occupy the majority of the pool chairs.
9. Towels, clothing and other items must be removed when exiting the pool/spa area.
10. Because of the danger it presents to the equipment, no Styrofoam objects, hair pins or clips are to be used or worn in the pool or spa.
LIFESAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.
11. Keys must not be duplicated or loaned to friends. Replacement keys are \$50.00 and can be obtained from the Management Company.
12. It is the responsibility of each Resident to ensure that children under the age of 14 are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool and spa areas.
13. There shall be no rowdiness, noise, jumping or interference with other pool or spa users.
CHILDREN UNDER 14 ARE NOT ALLOWED IN THE POOL OR SPA WITHOUT ADULT SUPERVISION.
14. Throwing of non-pool designed, non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
15. Animals are not allowed in the pool or spa areas at any time. Violations of this rule could result in a clean-up and sanitation assessment to the pet owner.
16. Persons with open cuts and/or wounds are not permitted in the pool or spa. Anyone having a skin disease, sore or infected eyes, nasal or ear discharges, or any communicable disease may not enter the pool or spa.
17. Persons using non-waterproof suntan lotions may not enter the pool or spa unless they shower off excess lotion.
18. Adjustment of any control regulating the pool or spa, lights or other common service is **PROHIBITED** as is entry into the filter/heater equipment storage room.
19. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pool or spa. Likewise, anyone who is incontinent or otherwise incapable of controlling bodily functions should not use the pool or spa. Plastic pants or other "waterproof" garments are not sufficient to prevent pool contamination. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.
20. Entry to the pool area shall be through the gate only. Climbing over the fence or gate is prohibited. The gate must be closed and locked at all times when not in use.
21. Bicycles, roller skates/blades, or skateboards are not permitted in the pool or spa area.
22. Pool furniture is to be used on the decks around the pool, spa and restroom level areas. Please do not remove furniture from the pool area. Chairs and chaises cannot be "saved" by the placement of towels or other personal items upon them.

23. All posted regulations must be obeyed. Anyone not abiding by the posted rules may be asked to leave the pool or spa areas by any owner or the Professional Manager.
24. Upon arrival of the pool or spa maintenance crew, pool or spa users are asked to temporarily vacate the pool or spa areas until cleaning is completed.

WARNING: Over use of Spa may be physically harmful. Individuals with heart conditions or that are pregnant should consult their physicians before extensive use of Spa. Spa time exceeding fifteen (15) minutes could be hazardous to your health.

13 RESPONSIBILITY FOR PETS

For most people, their pets are part of their family. Therefore, this policy is a reflection of the importance of pets, while it is also an attempt to balance the concerns of the Association and all of the owners. Residents who are disturbed by any animal, however, are urged to contact the pet owner to resolve the matter. Issues involving pets that affect the Association should be reported to the Board by contacting the Management Company and/or Animal Control (See EMERGENCY PHONE NUMBERS/ADDRESSES on page 3). *The Association reserves the right to expel or control any pet, which becomes a nuisance.*

1. No animals, livestock, insects, poultry, or other animals of any kind shall be kept in any Residential Unit Envelope except usual and ordinary domestic dogs, cats, aquarium fish, and caged birds, provided that they are not kept, bred, or raised for commercial purposes or in unreasonable quantities or sizes. (Unreasonable quantities shall ordinarily mean more than three (3) pets, two (2) of the same species, per Residential Unit Envelope.)
2. Each owner shall be responsible for cleaning up any excrement or other unclean sanitary condition caused by that (those) pet(s). Any litter deposited by pets on lawns, sidewalks, streets or other Common Maintenance Areas must be removed immediately by the owner of the animal involved. Any damage caused by an animal shall be repaired/replaced at the animal owner's expense. This includes, but is not limited to, lawn and plant damage, stucco staining, claw mark damages, and the like.
3. No pets are permitted within the fenced pool or spa area.
4. All animals must be kept within an enclosure, yard or patio or on a leash held by a person capable of controlling the animal at all times when outside the individual living quarters, per the San Diego County Ordinance.
5. Residents are responsible and liable for any personal injury or property damage caused by their pets. If the pet owner is a tenant, guest or invitee, the owner of the residence is liable.
6. Generally, dogs or other pets shall not be allowed on any Common Maintenance Area property, except as may be permitted by Rules adopted by the Board. No dogs are to be tied to trees, stakes, or any exterior building structure.
7. Do not allow animals to urinate on plants, lawns or shrubs.
8. Violations should be submitted to the Board through the Management Company. Owners will be subject to fines for non-compliance.

9. Legal action will be taken against owners of pets that make excessive noise.
10. All dogs kept within the Community shall have a current license and nametag attached to their collar at all times when in the Common Maintenance Area. Loose, unattended dogs, cats, or other animals without a nametag shall be reported to the Animal Control Division for pickup.
11. No structure for the housing or confinement of any animal or bird shall be maintained so as to be visible from any neighboring property, when viewed from ground level height and/or the top of any existing fence or fencing.
12. Human assistance dogs, e.g. Seeing Eye dogs, may be considered exempt from the above rules.
13. Please remember that coyotes and large owls frequent the open spaces surrounding our Community especially in the evenings, at night and early morning hours. Your cats and small dogs look like a tasty meal to them. For your pets' protection, keep them under your control at all times.
14. It is highly recommended that no pet food be left outside, especially overnight, as it attracts unwanted rodents and other wild animals.

14 VEHICLE AND PARKING REGULATIONS

Parking is an important issue in virtually all community associations. Our Community is especially affected because we have no street parking, and except for a few, no driveways of adequate size for parking of vehicles. While owners will always have a garage in which to park their cars, guests' vehicles must be accommodated. The Association has made every effort to balance the needs of all owners in adopting the following policy; however, everyone may be inconvenienced from time to time. For the safety of everyone concerned the speed limit of 8 miles per hour will be strictly enforced. Refer to Article IV, Section 11 of the CC&Rs for further detail.

For clarification, a *Guest Parking Space* is one clearly marked on the curb or pavement "GUEST ONLY". A *Community Parking Space* would include all other remaining parking spaces clearly marked on the curb or pavement "PERMIT ONLY", except those designated "Handicapped".

1. Designated GUEST spaces are for guest parking only. A Guest vehicle is defined as a vehicle that is not owned and or operated by a resident and or registered with the association as a registered resident vehicle. Examples of "Guest" include construction workers, repair persons, housekeepers, family and friends. Guest vehicles may park in any designated Guest parking spaces to a maximum of seven (7) overnight visits in any 30-day period unless prior arrangements are made with the management company. Residents parking in designated GUEST spaces will be subject to immediate towing without warning.
2. All resident vehicles, whether parked inside of a garage or in a Community parking space, are required to be registered with the Association and assigned a parking sticker. Registration forms may be obtained from the management company. Resident vehicles parked in a Community space without displaying an assigned sticker are subject to immediate towing. New homeowners / residents

- are required to submit vehicle registration paperwork and obtain parking stickers within 14 days of residency at Canyon Ridge. Parking permit stickers must be adhered to the inside of a vehicle window, prominently displayed.
3. Owners' use of **ONE** Community parking space is allowed only after the garage is being used to park the number of cars for which it was originally designed. Should an owner/resident own a 4th vehicle, they may apply for use of a second common area space, at a cost of \$50 per month. This option is also available to owners/residents with a vehicle that cannot fit inside the garage due to its length. This fee would be billed in addition to the regular monthly assessment and the homeowner's account must be current and in good standing. Accounts with an outstanding balance of 60 days or more will result in the sticker becoming void. A maximum of four (4) resident vehicles may be parked within the Community. Community parking spaces are on a "first come first served" basis.
 4. Community parking spaces shall be used solely for parking of noncommercial passenger vehicles (usage and intent shall determine whether or not a vehicle is considered "commercial", rather than the fact that it has, or does not have, commercial license plates). Exceptions are made for commercial vehicles that are driven by owners such as "company" cars or trucks one (1) ton or less.
 5. Vehicles may not park in the Community parking spaces when vehicle exceed 19' 6" in total length and 7' 6" in total width. Vehicles must fit completely within the confines of a single space and not protrude into the street, onto the sidewalk, or in a manner in which a vehicle renders adjoining spaces unusable. Our Community parking spaces range in length from 16' to 18.5'. Any oversized vehicle creates a liability and hazard.
 6. Owners and their guests are asked to properly maintain their vehicles to prevent any fluids from leaking onto the Community parking spaces. Vehicle fluids cause damage to the paving and are an expense of the Homeowners Association. Any vehicle leaking fluids, or any non-operational vehicle, may not be parked in the Common Maintenance Areas at any time.
 7. Each owner shall keep their garage available for parking of permitted vehicles and shall not store any goods or materials, recreational vehicles, when resident has two vehicles, nor convert any garage for other use if such storage or use would prevent the owner from parking the number of vehicles in the garage for which it was originally designed and constructed. The garages shall be used for parking of automobiles only and shall not be permanently converted for living or recreational activities.
 8. Owners are allowed a 60-day exemption period from their move-in date to clear their garages to accommodate the number of vehicles in the garage for which it was originally designed.
 9. Maximum speed for any vehicle on the property is **8 MILES PER HOUR.**
 10. Residents or their guests may not park or leave your vehicle unattended in the driveway if the vehicle extends over the sidewalk or into the street.
 11. Parking sideways in front of the garages is permitted **ONLY** for a brief period to actively load or unload a vehicle. These areas are fire lanes and sideways parking blocks sidewalks, impedes emergency vehicles and makes ingress / egress into

- parking spaces and neighboring garages difficult. Except for brief periods (10 minutes or less) to actively load / unload, VEHICLES PARKED IN THIS MANNER MAY BE TOWED WITHOUT WARNING!
12. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.
 13. No mobile home (whether towed or self-powered, and whether designed for permanent residence or recreational use), trailers of any kind, trucks (except three-quarter ton or small pick-up trucks without campers), un-mounted camper, boat or similar recreational vehicle, shall be kept, maintained, placed, constructed, remodeled, reconstructed or repaired upon any Residential Unit Envelope, driveway or parking space, nor shall any maintenance or repair of any motor vehicle be performed except within a building where totally isolated from public view.
 14. No owner, guest, tenant, agent, licensee or employee of any owner shall park, leave or abandon any vehicle within the Community in such a manner as to impede or prevent ready ingress, egress and/or passage to or from public or private streets within the Community.
 15. Dirt bikes or similar unlicensed vehicles may not be operated anywhere in the Community. Vehicles that are unusually loud must be operated at low RPMs, or removed from the property before starting the engine.
 16. The provisions of Article IV, Section 11 of the CC&Rs shall not prohibit the Board from establishing Rules and Regulations which regulate or prohibit the parking of vehicles in or upon the Community.
 17. Parking in the street alongside any curb and/ or sidewalk area is prohibited. Parking in fire lanes, or within 15-feet of a fire hydrant warrants immediate towing.
 18. Vehicles parked in violation of Community parking regulations are subject to impound at vehicle owner expense, pursuant to section 22658(a) of the California Vehicle Code.

15 RENTAL/LEASING REQUIREMENTS

1. All Owners shall have the right to lease their residence, provided that all such leases are in writing and provide that the lease is subject in all respects to the provisions of the current Rules and Regulations, the CC&Rs and the Articles and Bylaws, and any amendments thereto governing the Association.
2. No short-term rentals or leases of less than thirty (30) days are allowed (See Article IV, Section 15 of the CC&Rs). All residences are to be used for residential purposes only. Leasing for profession, trade or other non-residential use is not permitted within the Community. No owner may lease or permit subleases of less than the entire Condominium. All homes are to be used for single-family residential purposes only.
3. All owners must provide, at their own expense, their tenants with a copy of the rules and regulations, and all tenants must comply with these regulations, the CC&Rs and bylaws. Owners shall notify the Management Company of the names of the renters and require them to register their vehicles in order to obtain

- parking permits, if needed, within the Community. Nonregistered vehicles will be subject to tow if parked in an unauthorized space. Owners are held responsible for the actions and behavior of their tenants and guest and are financially liable for damage to the Community, equipment, Association fines, and for violations of the Rules and Regulations.
4. Any failure of the lessee to comply with the provisions of each such document shall constitute a default under the lease.
 5. Owners are ultimately responsible for the proper repair and maintenance of their homes, including landscaping, even though that responsibility may have been delegated to the tenant.

16 OBLIGATIONS OF OWNERS

1. No owner may avoid the obligation of membership in the Community by renunciation or abandonment of their Residential Unit Envelope, nor may an owner remove any such burden or obligation by assigning responsibility to a tenant, manager or any third person.
2. An owner who leases their residence to any person or entity shall be responsible for assuring that the lessee comply with the CC&Rs, Rules and Regulations, and Bylaws, including all easements, reservations, assessments, liens and charges created in accordance with the CC&Rs and as amended and supplemented from time to time.
3. No owner or other person may, via conveyance, transfer, or by any other action, terminate the Common Maintenance Area easement or sever their Residential Unit Envelope from the Association.

17 HOLIDAY DECORATIONS

The following holiday decorations policy has been created in order to maintain the high value of all of the homes in the Community, and to insure the safety of all the homes and owners. Please help keep the Association safe and beautiful by following these guidelines.

1. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within five (5) days after the holiday.
2. No part of any structure's stucco, metal, or concrete may be penetrated, punctured or damaged in any way. There are a variety of alternatives to install holiday decorations. For example, front door wreath can be hung from the peep hole with a small wire or an over-the-door-top wreath hanger. Please use alternatives such as this, which will not damage or alter the buildings in any way.
3. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
4. Do not place holiday decorations on plants or trees in the Common Maintenance Area in such a way that damage/injury may be caused or that a liability hazard may result.

5. Please make every effort to ensure that holiday lights do not disturb other Residents. Any disturbance caused by lighting or other decorations must be immediately rectified.

18 MANDATORY MAINTENANCE BY OWNER

1. Each owner, at their sole cost and expense, shall maintain in good condition and repair the interior and exterior of their residence, including but not limited to roof penetrations, as well as all fixtures, fences, walls, sidewalks, walkways, driveways, yard drains, appliances and other portions of owner's Residential Unit Envelope in good condition and repair and so that the same does not deteriorate so as to be dangerous, or to present a hazard, or nuisance to, or diminish the value and attractiveness of any other Residential Unit Envelope in the Community. The Board reserves the right to implement a maintenance schedule.
2. The owner shall promptly repair and replace all broken glass, including doors and windows, maintain (including painting where appropriate) in good, attractive, safe and sanitary condition, and repair and replace, if necessary, all roofs, exterior trim, floors, exterior and interior walls, ceilings, window frames, door frames, glass, screens and doors. Replacements of exterior doors, door frames, windows and window frames by an owner, unless of the same colors, design and materials as established by original design, shall be subject to the approval of the Architectural/Landscaping Committee and/or Board.
3. All owners shall landscape open portions of their Residential Unit Envelope within six (6) months from the date of close of escrow for the purchase of the Residential Unit Envelope, and shall maintain all landscaping installed and shall keep such area free from rubbish, litter and weeds. (See Process for Submittal of Landscape Plans and Home Improvements Plans Section).
4. If any fence or wall lies on or adjacent to the boundary between a Residential Unit Envelope and the Common Maintenance Area, the Association shall be responsible for its repair and replacement and for the maintenance of that portion which faces the Common Maintenance Area. The owner shall maintain and landscape that portion which faces the Residence.
5. Each owner is responsible to keep, maintain, water, plant and repair all slope banks, other than Common Maintenance Area slopes of the Association located on such owner's Residential Unit Envelope, so as to prevent erosion and to create an attractive appearance.
6. With the exception of the Common Maintenance Area slopes of the Association, all landscaping of every kind and character including, but not limited to, shrubs, trees, grass and other plantings within any Residential Unit Envelope shall be neatly trimmed, properly cultivated and continuously maintained by the owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

19 BUSINESS ACTIVITIES

Except as permitted in Article VI, Section 2 of the CC&Rs, no commercial enterprise, trade or activity shall be conducted on any Residential Unit Envelope in the Community, either directly or indirectly, unless it satisfies all of the following requirements:

1. The use shall be clearly incidental and secondary to the use of the dwelling as a Residence, such as maintaining a home office.
2. The use shall be conducted entirely within the Residence and carried on by the inhabitants only, i.e., there is no external evidence of such activity.
3. All activities shall be in conformance with all applicable governing agencies.
4. No article shall be sold or offered for sale from the Residential Unit Envelope, Residence or Common Maintenance Areas.
5. There shall be no display, no storage of materials or supplies, and no stock in trade commodity sold upon the premises except as provided in Article VI, Section 2 of the CC&Rs.
6. The use shall not generate vehicular or pedestrian traffic in excess of that which is normally associated with single-family residential use and shall require no additional parking spaces. No professional equipment, apparatus or business equipment or trucks shall be kept or stored on the premises or Common Maintenance Areas.
7. The use shall not involve any exterior indication of the home occupation or alteration of the Residence to adapt to the home occupation.
8. The existence or operation of such activities must not be apparent or detectable by sight, sound or smell from outside of the boundaries of the Residence.
9. The use shall not involve the use of an exterior sign and shall not create noise, odor, dust, fumes, vibrations, smoke, electrical interference or other interference with the residential use of the property.
10. No person, employee or assistant shall be employed in the Residence or dispatched from the Residence or Common Maintenance Areas.
11. The use shall not increase the liability or casualty insurance obligation or premium of the Association.
12. The use shall be consistent with the residential character of the Community, and conform to the provisions of the CC&Rs and Bylaws.
13. Garage or yard sales may be held semi-annually and ONLY as a Community, at times approved by the Board.

20 SIGNS

Per Article IV, Section 4, no visible signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be created or maintained on any Residence, Building, or in any Common Maintenance Area, except for the following signs, which shall be subject to the prior written approval of the Board as to design.

1. Such signs as may be required by law.
2. Security services signs which are provided by the security company.

3. "For Sale" or "For Rent" signs, or a sign giving directions to the individual Residential Unit Envelope of a reasonable type, size, and appearance, which is similar to other signs customarily used in the County, to advertise the availability of a Residential Unit Envelope for sale or rent pursuant to California Civil Code Section 712.
4. Signs displayed on the interior of the property are limited to one only, displayed in a street facing window.

21 ENTRY GATE

1. Entry gate code is for use by residents and their vendors only and should not be given out indiscriminately. The Board reserves the right to change the gate code when it deems appropriate.
2. Any programming necessary of an individual homeowners' code after initial set up will be assessed a charged of \$35.

22 COMMON AREA LANDSCAPING

Your Association employs a property management consultant whose duties are to operate, control and maintain the Community's Common Maintenance Area, landscaping, sprinklers and outdoor lighting. The Common Maintenance Area landscaping was designed to be attractive and low maintenance in order to keep our costs down, thereby keeping our HOA fees low. This precludes putting in many bright and colorful plants and more expensive types of shrubs. No owner, resident, tenant or any other occupant may make any alterations or improvements to the Common Maintenance Area or remove any planting structure or other object at any time, except as follows.

22.1 INSTALLING NEW PLANT MATERIAL

If you would like to add some annuals or other plants to the Common Maintenance Areas around your home, or remove and replace any of the existing shrubs, be aware that the following rules will be strictly enforced.

1. The cost of all plant material, labor, and soil amendments is your responsibility.
2. All installed plant material becomes the property of the Homeowners Association and is subject to removing or changing if the Association so deems.
3. You are responsible for maintenance of the newly installed plant material. This would include, but is not limited to, picking off dead flowers, leaves, or branches, pruning so as to not obstruct the pathways or driveways, and controlling pests as necessary.
4. The landscape maintenance company reserves the right to remove any plant material it deems is not being maintained in a neat and attractive manner or detrimental to the Association plants. The cost of the removal, if any, will be charged to the responsible owner.
5. Any damage caused to any existing plants or irrigation systems as a result of you or your agents installing new plant material shall become your responsibility to repair or replace.

6. Acceptable plants would include any annual or bulb that grows to a height of less than one and one-half feet (1.5') and width of no more than one and one-half feet (1.5'). Examples would be pansies, petunias, marigolds, daffodils, begonias, columbine, impatiens, or primroses.
7. The landscape maintenance company reserves the right to remove any plant it deems inappropriate due to invasive roots, seed spread, pest/disease attraction or any other maintenance issue.
8. Any plants larger than described in Item 6 above need approval of the Architectural/Landscaping Committee or Board. Please submit an Architectural request to admin@canyonridgehoa.com.

22.2 REMOVING OR CHANGING EXISTING PLANTS

If you just can't stand a plant in the Common Maintenance Area near your home and want to change it, or you have something else you think would look better in that spot, please contact the Architectural/Landscaping Committee or Board in writing with your ideas.

NOTE: Plants may not be removed without the permission of the architectural/landscaping committee or Board. Any changes shall be at the homeowner's expense.

23 ARCHITECTURAL REVIEW AND GUIDELINES

Included here are the Architectural Guidelines and the Architectural Approval Application for the Association.

In order to maintain the architectural character of your Community, all exterior changes to your home must receive architectural approval from the Architectural/Landscaping Committee or Board. An architectural approval is based on aesthetic considerations and other criteria established by the Association's governing documents. Approval by the Association does not encompass or imply any review for structural safety, building code compliance or anything else that exceeds the building codes, statues and other legal requirements.

Architectural Committee reserves the right to respond to any problems and issues in a manner consistent with the spirit and principles of these Guidelines, whether or not the problems and issues are expressly addressed in the Guidelines.

The committee will review and respond to your request as soon as possible but no later than 30 days from date of submission. Most requests are typically completed in approximately one week.

NO IMPROVEMENTS CAN BEGIN UNTIL THE ASSOCIATION HAS GIVEN WRITTEN APPROVAL TO THE OWNER.

Please email admin@canyonridgehoa.com if you have any questions.

All completed forms are to be emailed to admin@canyonridgehoa.com.

23.1 PROCEDURE

At least thirty (30) days before work is scheduled to begin, Owners shall submit an application and drawings of any fence, structure, and exterior addition or alteration, including landscaping, to the Architectural/Landscaping Committee or Board for approval.

REQUIRED COPIES

Present two (2) copies of the application (see EXHIBIT "B" ARCHITECTURAL APPROVAL APPLICATION on page 37), drawings, specifications and any color samples.

First copy shall be retained by the Committee/Management Company.

Second copy shall be returned to the owner with approval or reason for rejection.

DRAWINGS

1. PLOT PLAN
 - a) Show Residential Unit Envelope lines accurately as length, angles, and curves.
 - b) Show all dimensions on work to be considered, distances between existing new work and property line.
 - c) Your blueprint/drawing must show the location of the bottom of the slope and/or the top of the slope. (If the slope behind your home goes up, then show the bottom of the slope; if the slope goes down, show the top of the slope).
 - d) All drainage must be clearly indicated.
 - e) All trees must be shown and type indicated.
2. ROOF PLAN – Show plan of all existing and new roofs with pitches and overhangs noted.
3. FLOOR PLAN – Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the building.
4. ELEVATIONS – Indicate all exterior elevations of all buildings existing and new with all members drawn to scale.

23.2 ARCHITECTURAL & MATERIAL STANDARDS

FENCES

1. No double fences shall be constructed.
2. No alterations to fencing are permitted without prior written approval.
3. Gates added must match the existing wood or metal fences.

PATIOS, COVERS, SPAS, AND OTHER STRUCTURES

1. Structures shall be of wood construction with the exception of vertical supports or Alumawood (<https://www.alumawood.net>).
2. Horizontal covers shall be constructed of wood, Alumawood or match the roof of existing dwelling.
3. Exposed surfaces shall match or harmonize with existing colors and materials of the main dwelling.
4. Unacceptable construction materials for patio and awning structures are:
 - a. corrugated plastic and fiberglass

- b. plastic "c" webbing, reeded or straw like materials
5. Room additions, eaves and balconies or any alterations of exterior to any building shall be constructed with materials that conform to type, quality, character and detailing established in the existing dwelling.

It is strongly recommended that the services of a soil engineer be retained to review in ground spa plans and specifications prior to executing a construction contract. The spa should be designed with consideration of the type of soil on your Residential Unit Envelope.

GENERAL

1. When construction work requires the use of adjoining property, the applicant shall obtain written permission from the property owner. A copy of this letter shall be filed with the Request for Architectural Approval.
2. All work must be performed in a manner consistent with the standards of the general dwelling construction and appearance of the Community. All work considered to be of an unsightly finished nature or of lesser quality than the prevailing Community standards shall be reworked to an acceptable appearance.
3. Failure to obtain necessary approval from the Association shall constitute a violation of the CC&Rs and may require modifications or removal at the homeowner's expense.
4. All work must comply with the City and County building codes and requirements. All necessary permits and/or licenses shall be obtained prior to commencement of architectural changes.

Color samples of all paint or stain are required when they deviate from the original color scheme assigned to the existing dwelling. See EXHIBIT "A" PAINT COLOR SCHEME on page 35 for original color schedule.

5. Replacement lamps for the outside walkway must be between 12-14 inches in height. It should use a minimum of a 40 watt energy efficient light bulb. A picture of the requested lamp must be submitted to the Architectural/Landscaping Committee for approval prior to installation.

23.3 LANDSCAPING AND DRAINAGE

LANDSCAPING

1. All landscaping work, plantings, and installation of permanent irrigation systems require Architectural/Landscaping Committee or Board approval.
2. All landscaping shall be installed within six (6) months of close of escrow.

SITE DRAINAGE

1. No owner, resident, tenant or any other occupant may make any alterations or improvements to the existing slope areas in any Residential Unit Envelope without the approval of the Architectural/Landscaping Committee or Board.
2. No owner shall alter or modify any drainage facilities originally installed or the established drainage patterns over any Residential Unit Envelope within the Community so as to affect any other Residential Unit Envelope or the Common Maintenance Area, unless adequate alternative provision is made for the proper

- drainage and is approved in writing by the Architectural/Landscaping Committee or Board.
3. No owner shall perform any grading or construction on their Residential Unit Envelope which may obstruct, retard or otherwise interfere with any drainage facilities, patterns or swales, or result in creating an excessive amount of surface water runoff (that is, an amount of water beyond the flow originally intended and provided for by the approved grading plan).
 4. Plans shall show all yard drainage and must include the direction of water flow and location of drainage swale and/or yard drain.
 5. No drainage pattern shall be altered to cause drainage to flow over neighbor's property or on any slope.
 6. It is recommended that all existing drainage patterns be adhered to. Any modifications of these drainage patterns must be submitted to the Architectural/Landscaping Committee.

23.4 SCREEN DOORS

Only the following screen doors are permitted and may be installed without submitting an Architectural/Landscaping Committee or Board approval application.

1. Metal Industries "Villager pre-hung": Purchase at Home Depot. Color to match your door.
2. Active 6000 Model E: Purchase from West Coast Custom Tint (760) 471-8938. Color to match your door.
3. Phantom Screens: (800)335-2608. Color to match door trim (white).

23.5 NON-ACCEPTABLE TREES

The following trees are not appropriate for our small yards for one of the following reasons: Growth habitat, they will get too large for small spaces; root growth pattern, surface feeding-liability concern; maintenance, messy leaf or flower drop. Trees not on this list may also be considered inappropriate and will be noted on your landscaping plans.

Albizia species – Silk Floss	Alnus rhombifolia – Alder	Betula verrucosa – White Birch
Citrus varieties except dwarf	Cupressus leylandii – Leylandii cypress	Eucalyptus varieties
Ficus benjamina	Ficus elastica	Ficus florida
Ficus macrophylla	Ficus retusa	Ficus rubiginosa
Fraxinus varieties – Ash	Gleditsia triacanthos – Honey Locust	Grevillea robusta – Silk Oak
Jacaranda mimosifolia	Liquidambar varieties	Magnolia grandifolia – Southern Magnolia
Morus alba – Fruitless Mulberry	Olea europaea – Olive	Pepper (any)
Picea pungens – Colorado Spruce	Pinus varieties – Pine trees	Populus nigra – Poplar
Saffire Dragon	Sequoia sempervirens – Redwood	

23.6 MISCELLANEOUS

1. Driveway modifications require Architectural/Landscaping Committee or Board approval.
2. Windows should be installed with conventional window coverings within a reasonable amount of time after close of escrow. All coverings facing outside must have a neutral colored backing.
3. Address numbers should match present style.
4. Permanently affixed sports apparatus such as basketball backboards are not allowed.
5. Exterior lighting shall not be directed in such a manner as to bother or annoy your neighbors. Any deviation in exterior light fixtures must receive approval from the Architectural/Landscaping Committee or Board.
6. Mailboxes may not be changed or decorated or have items posted upon them.
7. Modification, alterations or reconstruction of an item previously constructed also shall require approval by the Architectural/Landscaping Committee or Board.
8. After prior approval, only clear Plexiglas, secured with clear cable/zip ties, is allowed to be attached to the metal fences or gates in order to confine your pet to your yard.
9. Ham radio, CB, and any other type of outside antennas, not specifically permitted by state law, may not be installed upon your Residential Unit Envelope or building.
10. Any of the items mentioned in Item 9 above that are legally allowed shall require Architectural/Landscaping Committee approval prior to installing.

It is incumbent upon all homeowners to maintain their property on a regular schedule. Part of the maintenance requires repainting of the exterior of the property. EXHIBIT "A" PAINT COLOR SCHEME on page 35 is a table that shows the paint combinations for the exterior property based on the structural scheme of the unit when purchased. Any deviations from these schemes require sample paint exhibits to be added with the Architectural Approval Application included in EXHIBIT "B" ARCHITECTURAL APPROVAL APPLICATION on page. 37 No painting can commence until approved by the Architectural/Landscaping Committee or the Board.

24 EXHIBIT “A” PAINT COLOR SCHEME

24.1 Background Information on Original Colors and Paint Schemes

ALL original buyers of units in Canyon Ridge who purchased from Warmington Homes received the document *Warmington Homes, COLOR/MATERIALS SCHEDULE*. This document provided the owner with specifics on their Paint Scheme, ALL color codes and paint manufacturer, Stucco manufacturer and codes and Roof Tile Manufacturer and Codes.

Those who bought units in later phases from the follow-on company who built the later phases in Canyon Ridge should have received a similar document.

Those who bought units from an Original Owner SHOULD have been provided this document as well as CC&Rs, at time of closing. Any subsequent sellers who have a COLOR/MATERIALS SCHEDULE should provide it to a new buyer.

24.2 Warmington Homes Original COLOR/MATERIALS SCHEDULE

Scheme	Primary Stucco	Secondary Stucco	Accent I	Accent II	Roof
1	P-160	P-5135-2	101	6115N	503
2	P-5135-2	P-160	101	6115N	503
3	P-122	P-734	101	6135N	501
4	P-734	P-122	101	6135N	501
5	P-525	P-5165-3	101	6025N	520
6	P-5165-3	P-525	101	6025N	520

In order to paint the stucco exteriors, homeowners need to have a professional painting contractor color match their existing primary and secondary stucco colors and have Sherwin-Williams custom match those colors to create a high quality exterior paint match. All paints, including Resilience Paint, are available from the Sherwin-Williams Paint Store, 12750 Carmel Country Road, #118, San Diego, CA 92130, telephone (858) 481-0621.

Note: ACCENT I and ACCENT II apply to all homes in Canyon Ridge.

Area	Color Source
Stucco	Merlex
Roof tile	Lifetile: 503, 501, 520
Accent I: Fascia, Garage doors, Vents, Pot shelves, Front door trim, Window trim, and Chimney trim	Resilience Paint Dover White, Sherwin Williams Color Code SW6385
Accent II: Metal front door (semi-gloss), Garage door trim (flat), Shutters (flat)	Resilience Paint from Sherwin-Williams
Schemes 1 & 2:	Code SW0064 Blue Peacock (Teal)
Schemes 3 & 4:	Code SW6475 Country Squire (Green)
Schemes 5 & 6:	Code SW6422 Naval (Blue)

Area	Color Source
Wooden Fences	Paint: Wood/Fence Stain, Code SW7719, Color Fresco Cream
Metal Fence/Gate (semi-gloss)	Paint: Emerald Urethane, Code SW7719, Color Fresco Cream

24.3 Accessing Current Paint Codes

The link is

<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/san-diego/ca/canyon-ridge-at-carmel-del-mar/>

To reach the link:

1. Search **Sherwin Williams HOA Archive** on the Internet.
2. Click **Homeowners Association Color Archive**.
3. Select **State, City** and **HOA Community** from the drop-down menus: **California, San Diego, Canyon Ridge at Carmel Del Mar** respectively.
4. Click **Search** to select your Paint Scheme # (Scheme 1 – 6) to display the paint codes.

25 EXHIBIT “B” ARCHITECTURAL APPROVAL APPLICATION

The Architectural Committee has determined that it is in your best interest to advise your neighbors of any proposed improvements to your property and request that you have your adjacent neighbors sign where indicated below. A neighbor’s signature does not indicate approval or consent, but only that the neighbor has been notified of the proposed improvements. Attach materials as described in **PROCEDURE** on page 31. Any application with missing or unclear information will be returned without processing. Email completed form to admin@canyonridgehoa.com. Typical turnaround time for review, approval or rejection is usually one week.

Note: If you are planning on just replacing/repainting to match existing items, please complete the form and so state. This will speed up the approval process significantly.

CANYON RIDGE AT CARMEL DEL MAR HOMEOWNERS ASSOCIATION		
I. Owner Information		
Name	Date	
Canyon Ridge Address		
Home phone	Cell phone	
Email address		
Proposed Improvement		
II. Neighbor Advisement		
Neighbor’s Name and Address		Signature
1.		
2.		

26 EXHIBIT "C" CUSTOMER SERVICE FORM

CANYON RIDGE AT CARMEL DEL MAR HOMEOWNERS ASSOCIATION

Instructions: Please complete this form for any service requested, observations or suggestions for the Association and return it to the Management Company. PLEASE PRINT CLEARLY OR TYPE.

Owner's Name:

Date:

Address:

Phone Number

Home

Cell

Please describe problem/suggestion. Use back if necessary.

Signature of Owner/Resident

FOR OFFICE USE ONLY

Referred to:

By Employee Name:

Work Order #:

Other Action Taken or Comments:

27 SOLAR ENERGY RULES & REGULATIONS

Solar energy systems are becoming more affordable and provide significant benefits to homeowners. You must submit an Architectural Approval Application prior to initiating any work.

The following rules and guidelines provide the requirements for the installation of new solar energy systems.

“Solar energy systems, as defined in California Civil Code section 801.5, are subject to reasonable requirements by the Canyon Ridge HOA, as permitted under California Civil Code §714 and §714.1. Further, as permitted under the Canyon Ridge HOA’s CC&Rs, solar energy systems shall conform to the architectural aesthetics of the project as determined by the Canyon Ridge HOA’s Board of Directors.”

REQUIREMENTS OF AN APPLICATION TO INSTALL SOLAR ENERGY SYSTEMS

- **Roof Mounted:** All solar modules and associated support rails shall be mounted on the roof (not near the edge of the roof overhangs of the building) directly above the Owner’s Residential Unit. Solar modules and associated support rails shall not be placed on any other portion of residential lots and/or on the common area.
- **Non-Reflective:** Solar modules shall be non-reflective.
- **Electrical Conduits:** All exterior-mounted conduit and electrical enclosures shall be painted and/or purchased with a finish and color to match the underlying, existing surface color(s), in a manner that is concealed and/or blends in with the aesthetics of the building.
- **Roof Encroachment:** The solar energy system should not encroach neighbor’s properties and/or utilize roof space to any more than necessary to install a solar energy system to satisfy the needs of the Owner.
- **Flush Construction:** The solar modules and associated support rails shall be installed parallel to the roof edges and eaves and flush with the roof tile.
- **Plans:** The Owner shall submit plans for their solar energy system, including a depiction of the location on the roof where the solar panels will be placed.
- **Installation:** The solar energy system shall be installed by a licensed and insured contractor.
- **Compliance:** The solar energy system shall comply with all federal, state and local laws, all health and safety laws, and all electric utility organizations requirements.
- **Approval:** The Board will provide written approval prior to the project to begin.

28 ELECTION RULES

As required by California Civil Code (“CCC”) §5105, Canyon Ridge at Carmel Del Mar Homeowners Association (“Canyon Ridge”) adopts the following Election Rules related to elections at Canyon Ridge.

28.1 General

1. These Election Rules, as provided in CCC §5100, are applicable to the election of directors, removal of directors, special assessments, amendments/restatements to

the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs") and Bylaws, grants of exclusive use common areas, and such other votes Canyon Ridge's Board of Directors ("Board") determine should be conducted by secret ballot.

2. Pursuant to CCC §4160, and Canyon Ridge's governing documents, Members are Owners.
3. The Board, in its discretion, may modify, delay and/or repeal these Election Rules, in whole or in part, should new laws be enacted by a federal, state, city, or local legislative body that would affect the Election Rules. Effective January 1, 2020, election rules shall not be amended less than ninety (90) days before an election.
4. At least thirty (30) days before ballots are distributed, Canyon Ridge shall provide general notice, and individual notice pursuant to CCC §4040 if requested by a Member, of the following: (a) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector(s) of election; (b) the date, time, and location of the meeting at which ballots will be counted; and (c) the list of all candidates' names that will appear on the ballot.
5. Ballots shall be provided to every Member or person with general power of attorney for a Member, unless the person was not a Member at the time when ballots were distributed.
6. Canyon Ridge shall retain association election materials, as defined in CCC §5200(c), for the time prescribed by California law. It shall include both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. Canyon Ridge shall permit Members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. Canyon Ridge or the Member shall report any errors or omissions to either list to the inspector(s) of election, who shall make the corrections within two (2) business days.

28.2 Association Media / Funds / Access to Common Area

1. "Association Media" means Canyon Ridge's newsletter, internet website, other written communication, and/or television channel(s) from Canyon Ridge. Association Media does not include, within its definition, the official ballot materials sent to the Membership inclusive, for Board election, any biographical description and/or photographs of nominees that are running for the Board.
2. To the extent that Canyon Ridge permits any other access to Association Media by a nominee (or a Member/resident advocating a point of view) for purposes that are reasonably related to an election, equal access shall be provided to all other nominees (or Members/Residents advocating a point of view) that are reasonably related to the election at issue. No nominee and/or Member shall be charged a fee for access to common area meeting space for purposes related to an election. Canyon Ridge will not edit or redact any content from a nominee or Member/resident communication related to an election, provided, that the nominee or Member/resident offering a statement or commentary is responsible

- for the content and any published comment or comments made. Canyon Ridge may include a disclaimer specifying that the nominee or Member/resident, and not Canyon Ridge, is solely responsible for the content of the communication.
3. Canyon Ridge funds should not be used for campaign purposes in connection with any Association election or vote, except to the extent necessary to comply with the duties of Canyon Ridge imposed by law. Canyon Ridge can use its funds to have corporate counsel (or other Board-designated individuals) prepare and review appropriate ballots as well as the copying, printing and mailing costs necessary to provide the ballots to the Membership consistent with Canyon Ridge's governing documents and California law. Canyon Ridge can also add background information and explanation of ballot material. Canyon Ridge may use funds to distribute, for election of Board, a biographical description and photograph of the nominees within said election materials. The Board shall not advocate the election or defeat of any nominee that is on a Canyon Ridge election ballot for the Board.
 4. Canyon Ridge shall permit all candidates for election to the Board and those Members advocating a point of view, access to common area meeting space during a campaign, at no cost to the Member for purposes reasonably related to the election.

28.3 Nominee Qualifications / Nomination Procedures

1. Members of the Board shall be current in the payment of regular and special assessments, or if delinquent in the payment of regular and special assessments either paid under protest pursuant to CCC §5658 or entered into a payment plan agreement with Canyon Ridge pursuant to CCC §5665.
2. To be eligible for nomination and election to the Board, a nominee, at the time his or her name is placed in nomination, as of the time of the election date, and during the term as a Board member, shall: (a) be a Member of Canyon Ridge, unless otherwise permitted by CCC §5105(b); (b) be current in the payment of regular and special assessments, or if delinquent in the payment of regular and special assessments either paid under protest pursuant to CCC §5658 or entered into a payment plan agreement with Canyon Ridge pursuant to CCC §5665.
3. Canyon Ridge may disqualify a nominee for election to the Board if any of the following circumstances apply:
 - a. the nominee has been a Member of Canyon Ridge for less than one (1) year;
 - b. the nominee discloses, or if Canyon Ridge is aware or becomes aware of, a past criminal conviction that would, if the nominee was elected, either prevent Canyon Ridge from purchasing the fidelity bond coverage required by CCC §5806 or terminate Canyon Ridge's existing fidelity bond coverage; or
 - c. the nominee would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the nominee and the other person is either properly nominated for the current election or an incumbent director.
4. No nominee for election to the Board shall be disqualified until Canyon Ridge has provided the nominee with the opportunity to participate in internal dispute resolution pursuant to CCC §5900. In addition, no nominee for the Board shall be

disqualified for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party.

5. At least thirty (30) days before any deadline for submitting a nomination for election to the Board, Canyon Ridge shall provide general notice, and individual notice pursuant to CCC §4040 if requested by a Member, of the procedure and deadline for submitting a nomination for election to the Board.
6. Nominations may be made from the floor during the annual meeting of Members. Nominations may also be made by write-in on the election ballot. The nomination process may be by any of the following:
 - a. a Nominating Committee may be appointed by the Board. The Nominating Committee may, in its discretion, make as many nominations for election to the Board as necessary, but not less than the number of vacancies that are to be filled, and forward to the Board its nomination(s); or
 - b. a Member may submit the name(s) of Members, including himself or herself, to be a nominee for election to the Board; or
 - c. the Board may make nominations for election to the Board.

28.4 Inspector(s) of Election

1. The Board shall appoint one (1) or three (3) inspector(s) of election. If there are three (3) inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all inspectors of election.
2. The inspector(s) of election shall be anyone of the following, as determined by the Board at an open Board meeting prior to the distribution of the ballot material:
 - a. a Member or Members of Canyon Ridge;
 - b. a volunteer poll worker with the county registrar of voters;
 - c. a licensee of the California Board of Accountancy;
 - d. a notary public; or
 - e. any independent third party not currently employed or under contract with Canyon Ridge for any compensable services other than serving as an inspector of election. Inspector(s) of election may not be a member of the Board, a nominee for the Board, related to a member of the Board and/or related to a nominee for the Board.
3. The inspector(s) of election shall perform all duties impartially, in good faith, to the best of the inspector(s) of election's ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of Canyon Ridge. The inspector(s) of election shall also:
 - a. determine the number of Memberships entitled to vote;
 - b. determine the voting power of each Membership;
 - c. determine the authenticity, validity, and effect of proxies, if any;
 - d. receive the ballots;
 - e. hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - f. count and tabulate all votes;
 - g. determine when the polls shall close, consistent with the governing documents;
 - h. determine the results of the election; and

- i. perform any acts which may be proper to conduct the election with fairness to all Members in accordance with California law and Canyon Ridge's governing documents.
4. The inspector(s) of election may also appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties (e.g. not be a member of the Board, a nominee for the Board, related to a member of the Board and/or related to a nominee for the Board).
5. The Board shall have the authority to remove and/or replace an inspector(s) of election at any time if an inspector(s) of election resigns or whenever the Board determines that an inspector(s) of election will not perform his or her duties impartially and in good faith, or if the inspector(s) of election ceases to meet the qualifications to serve as an inspector(s) of election.
6. The Board shall provide the inspector(s) of election with a membership list accurate as of the record date established by the Board for voting eligibility and such other documents as may be necessary for the inspector(s) of election to verify the results of the election or votes.
7. The inspector(s) of election shall have the authority to consult with Canyon Ridge's Corporate Counsel in the event of uncertainties in the interpretation or application of CCC §5100 et seq., these Election Rules, Canyon Ridge's governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and Canyon Ridge's governing documents. All such consultations shall be protected by the attorney-client privilege and shall be kept confidential from all persons other than the Board. Neither the inspector(s) of election nor Canyon Ridge's Corporate Counsel shall disclose to others, including the Board, how a particular ballot or proxy is to be voted.

28.5 Voting, Including Secret Ballot Voting

1. The record date for Members entitled to receive a ballot shall be the date the first election ballot material is sent to the Membership by Canyon Ridge.
2. As more fully described in these Election Rules, votes may be cast by Members either in person, by proxy, or by mail-in ballot. In accordance with Canyon Ridge's governing documents, Members shall be entitled to 1 vote per separate interest parcel.
3. Notwithstanding any other law or provision of Canyon Ridge's governing documents, Board election and other elections required to be submitted to the Membership pursuant to CCC §5115 shall be conducted by a secret written ballot submitted to the Members without a meeting.
4. The inspector(s) of election shall deliver, or cause to be delivered, to Members at least thirty (30) days before an election, the ballot and a copy of these Election Rules. Delivery shall be made by one of the following methods:
 - a. individual delivery; or
 - b. posting to an internet website and including the internet website address on the ballot with the phrase in at least 12-point font: "The rules governing this election may be found here:"

5. Ballots and two pre-addressed envelopes with instructions on how to return ballots, must be mailed by first class mail or delivered by Canyon Ridge to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or separate interest parcel on the ballot itself. The balloting process shall include all of the following:
 - a. The ballot shall identify all the nominees or, as it relates to any other election, the proposed action and include the opportunity to specify approval or disapproval of the proposed action.
 - b. The ballot itself is not signed by the voter, but is placed into a ballot envelope, which is then sealed ("Ballot Envelope"). The Ballot Envelope is then inserted into the second pre-addressed envelope ("Second Envelope") that is then sealed. In the upper left-hand corner of the Second Envelope, the voter prints and signs his/her name and separate interest identifier (street address) that entitles him/her to vote.
 - c. The Second Envelope is addressed to the inspector(s) of election. The Second Envelope can be mailed by the Member to the inspector(s) of election or delivered by hand to a location specified by the inspector(s) of election. Any Member can request a receipt for delivery of their ballot. Failure to sign the Second Envelope shall invalidate the ballot.
6. The balloting process for amendments to governing documents shall be submitted to the Membership in a similar manner as the election for the Board, except that the ballots could be disseminated to the Membership at any time and not in conjunction with the timing of any meeting.
7. Voting by proxy shall be permitted in accordance with Canyon Ridge's Bylaws and California law, although Canyon Ridge may elect not to prepare and distribute proxies in any election or vote covered by CCC §5100, et seq. The responsibility to prepare and submit a proxy shall then rest with the Member seeking to authorize another to vote by proxy. Proxies must be received by Canyon Ridge's Secretary, through the management company, at least five (5) business days before the meeting wherein the proxy holder intends to vote. Proxies are not secret ballots in that they will be reviewed by management or other designated representative prior to the meeting. Voting by proxy shall not be permitted in elections or votes submitted to the Membership without a meeting, except if necessary to establish a quorum for any Membership meeting. Voting by proxy shall be permitted in elections or votes where a membership meeting will be held and voting will be allowed or tallied at the meeting. The proxy holder shall be present at the meeting in order to vote.
8. Voting can begin upon receipt of the ballot materials. The voting instructions included in the ballot materials will show the date and time by which ballots must be returned, at which time the polls will close and no further ballots will be accepted. The date will be as specified in the instructions, provided that at least thirty (30) days must be given to return the ballots to the inspector(s) of election. All ballots must be delivered to the location designated by the inspector(s) of election.
9. Written ballots may not be revoked once they are submitted to the inspector(s) of election. If a Member loses his/her ballot, he/she may request another ballot, along with the appropriate envelopes from the inspector(s) of election, but the Member

must sign a statement, under penalty of perjury that the original ballot was either lost, destroyed or never received. The inspector(s) of election shall maintain a record of each such request and, if it is determined that the Member voted twice, even by mistake, neither ballot would be counted.

10. All votes shall be counted by the inspector(s) of election at the start of a properly noticed meeting. The counting process will be followed by the regular business portion of the meeting, if any, by the Board. Any nominee or other Member of Canyon Ridge may witness the counting and tabulation of the votes. Anyone who is not an inspector(s) of election must remain at least ten feet (10') away from the counting table(s). No person may interfere with, harass or otherwise communicate with the inspector(s) of election while the count and tabulation is taking place, other than Canyon Ridge's Corporate Counsel as deemed necessary by the inspector(s) of election. The inspector(s) of election can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process. Once the inspector(s) of election have finished counting, the inspector(s) of election will thereafter announce the results of the election at the meeting. No person, including any Member of Canyon Ridge 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 by the inspector(s) of election.
11. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall be kept in the custody of the inspector(s) of election or at a location designated by the inspector(s) of election until after tabulation of the vote and until the time allowed by CCC §5145 for challenging the election has expired. Thereafter, the inspector(s) of election shall transfer association election materials, as defined in CCC §5200(c), to Canyon Ridge, who shall store them in a secure place for no less than one (1) year after transfer from the inspector(s) of election.
12. The results of any election or vote shall be promptly reported to the Board and shall be recorded in the minutes of the next Board meeting and shall be available for review by Members of Canyon Ridge. Within fifteen (15) days of the election or vote, the Board shall publicize the results of the election or vote in a communication directed to all Members.

28.6 Election By Acclamation

1. In accordance with Civil Code section 5103, the Association may consider qualified candidates elected by acclamation when the inspector(s) of election determines that the number of qualified candidates is not more than the number of vacancies to be elected.
2. Before the Association may elect qualified candidate by acclamation, Civil Code section 5103 requires the Association to satisfy the following conditions:
 - a. Conduct an annual meeting for the election of directors in the previous three (3) years.
 - b. At least ninety (90) days before the deadline for submitting nominations, provide individual notice of the election and the procedure for nominating candidates, including
 - i. The number of board positions that will be filled at the election;
 - ii. The deadline for submitting nominations;

- iii. The manner in which nominations can be submitted;
 - iv. A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
3. Between seven (7) and thirty (30) days before the deadline for submitting nominations, send a reminder notice of the following:
 - a. The number of Board positions that will be filled at the election;
 - b. The deadline for submitting nominations;
 - c. The manner in which nominations can be submitted;
 - d. A list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice.
 - e. A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
4. Within seven business days of receiving a nomination, the Association shall acknowledge in a written or electronic communication:
 - a. The nomination to the member who submitted the nomination;
 - b. The nominee is a qualified candidate for the Board of Directors. If the nominee is not a qualified candidate for the Board of Directors, provide the basis for the disqualification, and the procedure by which the nominee may appeal the disqualification.
 - c. If the nominee and nominator are the same person, subparts (a) and (b) of this provision may be combined into a single communication.
5. All candidates are permitted to run if nominated, except for nominees disqualified pursuant to Civil Code section 5105. Directors shall be held to the same qualification standards as nominees for the Board of Directors, as provided in Section 3 of the Election Rules.
6. The Board votes to consider the qualified candidates elected by acclamation at a meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

29 NOTES