

The Fountains' Rules and Regulations

Adopted: November 17, 2016- Revised February 23, 2022

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I. GENERAL

- A. **Common Area:** Definition- the entire project, except those portions which lie within the boundaries of any unit.
1. Each resident is responsible for any damage to any part of the common area caused by a member of his/her family, visitor or pets.
 2. Littering by residents or visitors is prohibited.
 3. Activities which disturb the community are prohibited. Residents are responsible for their guests.
 4. For safety concerns, the use of roller skates, in-line skates, skateboards, scooters, drones and motorized toys or any other similar equipment is prohibited within the common areas.
 5. Streets, sidewalks, fountains, promenade and tennis court cannot be used for activity areas. No one is allowed in the water fountains or on the fountain structures, except for the purpose of cleaning by authorized personnel.
 6. No signs, except those posted by The Fountains HOA, may be posted within the complex or on the outside of individual units or patio walls.
 7. A customary "For Sale" sign, no larger than 18" x 24" may be displayed on the sign board located on the outside wall at the northeast corner of the complex. The 'For Sale' sign is to be removed within three days after the final closing. "For Rent" signs are not permitted.
 8. On days of "Open House", realtors may use their own company directional signs and flags, which must be removed at the end of each day. The security gates are to remain operative and may not be blocked open. Open house visitors are to use the visitor gate/entry system, park in designated visitor parking spaces, follow the complex traffic pattern and exit via the west gate.
 9. The Fountains is self-monitored. Homeowners shall enforce rules by completing by courteously speaking to and reminding neighbors of rules or signing Alleged Violation Reports submitted to the Management company.
- B. **Exclusive Use Common Areas:** Definition – the areas to be used exclusively by the homeowner (e.g., garage, garage aprons and patios):
1. These areas shall not be occupied or used for any purpose which will cause the area to be uninsurable against loss by fire or other perils.

- a. Per City of Long Beach Law, garages and patios may not be used for living space.
2. Garage aprons, entry ways and patios are not to be used for storage, e.g. but not limited to, appliances, furniture, auto parts, hazardous materials, or structures.
 - a. Loading and unloading of vehicles using the garage apron is limited to a maximum of 20 minutes and must be monitored during that time.
 - b. Car washing on the garage apron is limited to a maximum of 30 minutes. Car must not be left unattended and hose must have a stop faucet per City of Long Beach Law.
 - c. Service Contractor Vehicles may park on the garage apron (NOT the Road) for a maximum of 2 hours in a given day and must be attended at all times. Any work that requires a contractor or service vehicle to have access thru the garage for longer than 2 hours – needs approval and a permit from the board.
 3. Exterior clothes lines on patios or any common area are not permitted.
 4. Patio umbrellas are not to extend beyond the outside edge of patio walls. Umbrellas are to be a Cloth fabric that complements the complex in solid colors either tan, terracotta, brown or red (e.g., no logos or images). Worn or torn umbrellas must be removed and/or replaced.
 5. Garages will not be used for any activity that would be a health, fire or safety hazard. Flammable products such as paint, oil or thinner must be stored in suitable containers. Gasoline or open containers of vehicle oil are not permitted.
 6. Wiring changes in garages require a building and safety permit and approval by the Architectural Committee.
 7. Garage doors must normally remain closed, but not be left open more than 3 feet when necessary for ventilation.
 8. American and/or seasonal flags may be displayed on appropriate flag poles. Faded, worn or torn flags must be removed.
 9. Holiday decorations may be displayed seven days prior to the holiday and must be removed within seven days after the holiday, with the exception of November 15th through January 10th.
- C. **Living Units:** Definition – the elements of a condominium which are not owned in common with the owners of other condominiums in the project.
1. Each unit is to be used and occupied for private dwelling purposes only, as opposed to a commercial business which impacts the community, e.g.: short term rentals, non-homeowner or tenant use, daycare, vacation or party rentals.

2. No living unit or surrounding improvements will be used in any manner which may cause said property to be uninsurable.
3. No living unit is to be used in such a manner as to cause unreasonable noise, nuisance or illegal activity.

D. Non-Owner Occupied Units

1. Per the CC&R's, dated February 16, 2011 (Amended), there is a limit on the number of non owner-occupied units in the complex. A unit is considered to be non-owner occupied when one of the two following conditions exists:
 - a. The unit is not occupied by at least one person listed on the unit's title.
 - b. The unit is rented or leased. **NOTE:** Before a unit can be rented or leased, an owner must get approval from the Board to ensure that the limits as stated in the CC&R's have not been exceeded. Owners not abiding by the CC&R's may be subject to fines or monthly assessments. Under Assembly Bill 3182, codified as California Civil Code §4741 and effective January 1, 2021, however, unreasonable restrictions concerning the rental or leasing of an Owner's subletting of his/her dwelling unit to another will be prohibited if there is a rental cap of less than twenty-five percent (25%). Consequently, as long as Civil Code §4741 is effective and has not been overturned by the Courts or withdrawn or modified by the State Legislature, our Association will hereby place a rental cap of twenty-five percent (25%) of the dwelling units at our Association, that is, a cap of twenty-one (21) Units.
2. Homeowners who have non-owners renting or residing in their units, must immediately notify the Management Company of the names of all individuals occupying the unit by completing the Association's Non Owner-Occupied Registration form. Failure to do so will result in an assessment until completed.
3. Units may not be subleased by non-owner residents.
4. Due to the additional expense of supporting non owner-occupied units, including duplicate notices and copies of the Rule Book, Complex Directory and other Association related mailings, the unit's owner will be charged for actual expenses incurred by HOA.

II. COMMITTEES

According to The Fountains HOA By-laws, Section 7.1, The Association Board of Directors has the authority to appoint committees as it deems necessary and proper, and will follow the protocol as follows:

- A. The Board will accept nominations or self-nominations for open positions by voluntary sign-up at the General meeting each May. The Board will appoint Committee members and chairpersons at an open meeting.
- B. The only exception to this procedure is the Architectural Control Committee, whose four (4) members and chair are appointed solely by the Board.
- C. All committees will be limited to a maximum of nine (9) members.
- D. All committees will have a term of one (1) year, commencing in May of each year.
- E. Resignations from committees must be registered in open session at a Board meeting.
- F. Additional members need to fill committee position must be nominated or self-nominated during open session at a Board meeting and then be appointed by the Board.
- G. Written updates from each committee must be presented to Property Management prior to each Board meeting and included in the Board packet.
- H. Homeowners may attend Committee meetings and express new ideas or concerns but will not be eligible to vote on Committee business.
- I. All committee members must follow The Fountains HOA approved Code of Conduct.

III. ARCHITECTURE

A. General

1. Homeowners are responsible for actions and activities of hired contractors and will be held responsible for any violations to Rules and Regulations.
 - a. Homeowners must hire contractors who are licensed, insured and bonded. And the homeowner is responsible for any cost from damage to common areas or neighboring units.
 - b. Article 7, page 1, of The Fountain's CC&R's requires that any change in the exterior appearance of a unit or change in the common area landscaping, must be submitted to and approved by, either the Architectural or Landscape Committee, as appropriate, prior to any work being done. Owners not following these procedures will be cited and fined.

2. When an owner makes any structural or major electrical or plumbing changes within his unit, he is required to submit a Request for Change Form, (found on the Association website) to the Architectural Committee with proper city permits. Projects may not begin until the Request for Change Form and permits have been verified and approved by the Architectural Committee.
3. Workmen are required to remove all excess materials and trash from the premises and are not allowed to use the trash bins for disposal of building materials. Workmen must remove all paint stains on sidewalks, blacktop or other outside areas of the unit.

Service Contractor Vehicles may park on the garage apron (NOT the Road) for a maximum of 2 hours in a given day and must be attended at all times. Any work that requires a contractor or service vehicle to have access thru the garage for longer than 2 hours – needs approval and a permit from the board.

4. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity which produces loud or unusual noise during the following “Quiet Hours”:

Monday through Thursday: 7:00 PM to 7:00 AM (including Federal holidays), Friday 7:00 PM to Saturday 9:00 AM, Saturday 5:00 PM to Monday 7:00 AM

No activity is permitted outside of these stated hours or on Sunday, except in case of emergency, e.g., broken water line, leaking hot water heater, etc.

5. After the Request for Change Form has been approved, the authorized work must be started within three-(3) months and completed no later than six-(6) months from the date of approval. Extensions must be requested from and approved by the Architectural Committee.

B. Skylights

1. All costs associated with the replacement, routine maintenance or damage to the common area caused by the presence of or installation of a skylight by the homeowner, will be billed to the owner by the Association. All costs will be levied against the owner as a reimbursement special assessment. The owner will receive written notice of a hearing at which the assessment may be levied so the owner has an opportunity to present evidence as to why the assessment should not be levied (Civil Code 5855(a)).

C. Patio Addition

1. Detailed plans for all patio-supporting structures are to be presented to the Architectural Committee for approval prior to installation. Pots or other objects are not permitted on top of patio walls because of potential injury and/or liability.
2. Alterations/additions to outside unit walls are not permitted without approval of the Architectural Committee. Any alterations not approved will require removal by the homeowners at their expense.

D. Patio Walls

1. Planter boxes are allowed on top of patio walls provided they are constructed in accordance with plans that have been approved by the Architectural Committee. Approved designs are available on the Association website.
2. Pots or other objects are not permitted on top of patio walls because of potential injury and/or liability.
3. The Architectural Committee will consider plans for shelves inside the patio wall, provided they are not level with or above the top of the wall.

E. Satellite Dishes

1. A Request for Change Form for the installation of a satellite dish on a building in The Fountains complex must be approved by the Architectural Committee prior to installation. Any homeowner not obtaining prior approval for installation is subject to citation and the expense of removal.

F. Other Additions

1. Awnings, sunscreens, bamboo curtains or other coverings are not permitted on any exterior doors or windows.
2. A screen door on a single entry unit or double screen doors on double entry units are permitted with approval from the Architectural Committee. The approved style and color of screen doors, along with names and addresses of vendors carrying the approved model door, are available on the Association website.

IV. LANDSCAPE

- A. The landscaping of the common area is maintained by a landscape contractor with the direction of the Landscape Committee and the Board of Directors. No alteration to the landscaping of the common area is permitted.

Note: As the new landscaping project moves thru the community, ANY alterations or additions to the new look are not permitted, and will be removed without notification.

- B. New trees and large plants to be used in the patio must be planted in pots and not in the ground.
- C. Existing trees or plants that can cause damage to patio walls and/or building foundations must be removed at homeowner's expense. Any damage caused to common area structures from trees or plants will be the responsibility of homeowner.
- D. Homeowners must remove all plants or trees prior to vacating or must obtain a bid for removal after vacating and leave payment with the Board of Directors to cover the cost.

V. CLUBHOUSE

The Clubhouse includes the complete building structure, the furniture, fixtures, carpet, kitchen facilities, inside restrooms and the adjacent patio/seating area.

A. Rules

1. Smoking is not permitted in the Clubhouse.
2. Residents must always accompany their guests in the Clubhouse. Keys ARE NOT to be given to guests.
3. All persons seventeen (17) years old and younger are required to be accompanied or supervised by a homeowner or resident.
4. The Clubhouse should be left in good order. This includes removing all trash, returning extra chairs and tables to the storage area, cleaning kitchen area and vacuuming the carpet. Restrooms must be checked for cleanliness and cleaned as necessary.
5. When using the Clubhouse, noise level must be kept at a level as to not interfere with the peace of the residents in their homes adjacent to the Clubhouse area.
6. The maximum occupancy of the Clubhouse is 75 people, as determined by the Long Beach Fire Department.
7. Persons with wet swimsuits or bare feet are not allowed inside the Clubhouse.
8. Air conditioner/heater and lights are to be turned off and doors locked when the Clubhouse is not in use.
9. Interior Clubhouse furniture (tables, chairs, sofas) are to remain inside the Clubhouse at all times.

B. Reservations

1. Requests for Clubhouse reservations are to be made through the Management Company. Once availability has been approved, payment of a rental fee and a refundable security deposit must be remitted to the Management Company along with the completed Reservation/Security Agreement form.
2. Reservations may be made for the Clubhouse and adjacent patio area only.
3. Reservations do not include use of the pool or pool area.
4. Residents with reservations may use the Clubhouse until:
 - a. 10:00PM Sunday through Thursday
 - b. 11:00PM Friday and Saturday
5. Reservations for the Clubhouse may be made no more than 45 days in advance of the desired date.
6. Reservations may not be made for major holidays (e.g., Thanksgiving, Christmas and New Year's Eve/Day).
7. Association sponsored events have priority for reservations and are exempt from deposits and fees.
8. Residents may obtain a key for the dead bolt lock for the Clubhouse only after making a confirmed reservation with the Management Company. The key may be picked up the morning of the reserved day and returned no later than 10:00 AM the following morning. The resident's gate key will open the lower lock.
9. Within a specified time agreed upon by the renter and the Management Company when the security agreement is signed, a representative of the Management Company will inspect the Clubhouse following use by the renter. If the areas have been left clean and undamaged, the security deposit will be refunded to the renter. The use fee will be deposited in the Clubhouse general fund.
10. Any and all charges incurred by the Association for repair of damages or cleaning necessary to return the Clubhouse to the condition it was in before the renter's use, will be deducted from the security deposit. Any and all charges in excess of the security deposit shall be paid to the Association by the responsible renter.

VI. POOL AND PATIO

- A. **General** - the pool area includes the swimming pool, two spas, and pool deck. The patio area is that which is located adjacent to the Clubhouse.

1. Smoking is not permitted in the pool or patio areas.

2. The pool area is for the pleasure and use of residents and guests of residents only. Any use thereof which limits reasonable resident use will be denied.
3. Pool noise must be controlled to protect the rights of residents whose units are located near the pool area and to protect the safety of pool users. No diving or cannonballing into the pool is allowed. No ball throwing when other residents are in the pool. The playing of games in the pool, such as Marco Polo, net and ball games such as water volleyball, basketball, beach ball keep away or other similar games are prohibited. Running in the pool area is also prohibited.
4. Since the pool area is limited in size and capacity, pool rules are designed to be fair and flexible to assure each resident primary use of the facilities. Number of guests is limited to no more than four per unit. Swimming laps for exercise is permitted only when other residents are not using the pool.
5. Since the pool area is shared by all residents and it is in the best interest of the Association to see that the rules are followed by all, residents should help to enforce the rules when they are being abused by others.
6. For the safety of everyone, all gates accessible to the pool (there are 3 of them) must remain closed at all times. Gates must not be propped open for any reason.

B. Pool Hours

Sunday through Thursday 7:00 AM – 10:00 PM

Friday and Saturday 7:00 AM – 11:00 PM

C. Minors

1. Persons under 14 years of age are not allowed in the pool area unless supervised by an adult (18 years or older) resident. The supervising adult resident must ensure all minors follow pool rules. For health and safety reasons, persons under the age of six (6) years are not allowed to use the heated spas.

D. Guests

1. Guests of residents may use the pool, but must be accompanied by the resident. Guest use of the pool must not interfere with the residents' use.

E. Food and Drink

1. Food is not allowed in the pool area. No breakable drink containers are allowed in the pool area. All cans, containers, wrappers, etc., must be disposed of in the trash container provided in the pool area.

F. Toys and Floats

1. Floats cannot exceed 6 feet in length and 3 feet in width and must be soft (spongy) or inflatable.
2. Toys cannot be used for games (see item A- A.3 above) and must be made specifically for pool use.
3. Toys must be large enough to ensure they cannot be sucked into the pool skim filter.
4. Boats are not allowed in the pool.
5. No squirt guns of any size are allowed in the pool or pool area.

G. Animals

1. Animals are prohibited in the pool area and may not be left leashed outside of the pool or patio area. This rule applies to emotional support animals as well.

H. Miscellaneous

1. A shower is required before entering the pool or spas.
2. For sanitation purposes, persons who cannot control their bodily functions may not use the pool or spas.
3. Pool furniture is not to be removed from the pool area.
4. Normal swim attire must be worn in the pool and spas.
5. Lounges or chairs may not be “reserved” for individuals not present in the pool area.
6. Pool showers are only to be used for rinsing off before or after enjoying the pool/spa.

VII. TENNIS COURT

The court area is primarily for tennis or pickleball play. If court is not being used for tennis or pickleball, other games that do not damage the court surface or net may be enjoyed. Players must wear athletic footwear when using the court. No bikes, skateboards, scooters, rollerblades/skates etc. may be used in the court area.

The tennis courts must be shared equally with all residents. Play must be limited to One Hour when others are waiting to use the court.

If a Sign-Up Sheet is posted and being used to reserve a court date/time, the resident with the reservation will have first access. If they do not show-up, the court reservation will be forfeited after 10-minutes. See posted guidelines by sign-up sheet for court reservations.

Food, Glass and Pets are not allowed on the tennis court.

VIII. PETS

- A. Pit Bulls and Rottweilers, due to the dangerous propensities of said breeds, are not permitted within the Fountains, either temporarily or permanently. Further, any dog, regardless of breed, that has accosted, threatened, attacked and/or bitten a person within The Fountains, must be on a leash, muzzled and in complete control of the owner when outside their unit. The leash must be held in the owner's hand at all times.
- B. Not more than two (2) usual and ordinary domestic pets (exclusive of birds and fish) may be kept in a living unit.
- C. All usual and ordinary domestic pets are to be confined to the resident's unit and patio. They are permitted outside only when carried or on a leash. Dogs cannot be left on a leash tethered outside of the resident's unit or outside of the pool area. Dogs must be kept inside the patio, garage or living unit and leashes cannot extend beyond said areas.
- D. All dogs must be walked outside of the complex or on the promenade. The grass, bushes Sidewalks and streets in the common area are not to be used for pets to relieve themselves.
- E. Each pet owner is responsible for picking up and disposing of their pet's droppings. There are receptacles provided along the promenade.
- F. Owners of pets must see that other residents are not subjected to disturbances such as barking, howling, meowing, etc.
- G. Pets are not permitted in the Clubhouse, on the adjacent patio area, the pool area or the tennis court.
- H. Residents are not to feed stray animals or place food containers outside for domestic pets. Food/seeds are not to be left on patio walls.

IX. TRAFFIC AND PARKING

A. General

ALL STREETS OF THE FOUNTAINS ARE FIRE LANES. Parking on the road or garage apron is not allowed. Violations may be reported to the management by any homeowner or resident and subject the vehicle owner to fines or fees being assessed, and/or having the vehicle towed from the premises by The Fountains contracted towing company, entirely at the owner's expense. (C.V.C: 22658, 22500.1)

The Fountains has visitor parking spaces to provide short-term parking for visitors and service vehicles.

1. There are 82 living units in The Fountains. Each unit has a garage space accommodating two (2) vehicles. The garages are part of the individual condominium unit and are not part of the common area.
2. Parking on the road is not allowed, the streets of The Fountains are Fire Lanes.
3. The Fountains has 33 parking spaces to provide parking for visitors and service vehicles.
4. The rules for traffic and parking were designed to provide a smooth one-way flow of vehicles and to ensure emergency and service vehicles have unobstructed access to all units.

B. Traffic

1. The posted speed limit for all vehicles within the project is ten (10) miles per hour.
2. Entry:
 - a. Except in the case of emergency, entry into the complex by automobiles is through the main gate.
 - b. The gate control should be used for each automobile to avoid damage by premature gate closure.
 - c. ALL service and delivery vehicles must use the West (exit) gate for entry into the complex.
 - d. Small service vans may use the main gate for entry.
 - e. Residents should not give entry to anyone who is not their guest or known to them.
3. Exit:
 - a. Except in the case of emergency, exit from The Fountains is through the West gate.
 - b. Vehicles that are exiting are to yield the right of way to a vehicle that is entering through the West gate.
 - c. Vehicles are to wait behind the exit gate while another vehicle is waiting beyond the gate to enter the flow of traffic on Atherton Street. This is to avoid possible damage to the gate and vehicle if the gate closes before the vehicle has cleared.
4. Traffic Flow: Vehicles entering the Residents or Visitors gates are to turn left (East) at the entry gate and travel in a clockwise direction to accommodate one-way traffic flow and avoid accidents at blind corners.

Only Units #4900 to 4912 and 4966 to 4972 may turn right (West) at the entry gate to access their parking garages. These specified units may also exit going West to the exit gate. All other residents must exit following the one-way traffic indicators in the complex.

5. Bicycles and Motorcycles must follow the same rules as all other vehicles and may be ridden only to and from the resident's unit and the front entrance/exit gates. As a courtesy to residents, motorcycles should not rev engines while warming up or driving through the complex. Riding bicycles and motorcycles is not permitted on The Fountains' common areas for any other purpose.
6. As a courtesy to residents, vehicle sound systems should be turned down while driving in the complex, use of horns should be limited, and vehicle security systems should be armed or disarmed silently when parked in visitor spaces.

C. **Parking**

ALL STREETS OF THE FOUNTAINS ARE FIRE LANES. Parking on the road or garage apron is not allowed. Violations may be reported to the management by any homeowner or resident and subject the vehicle owner to fines or fees being assessed, and/or having the vehicle towed from the premises by The Fountains contracted towing company, entirely at the owner's expense. (C.V.C: 22658, 22500.1)

1. No vehicle shall be parked or left unattended on the streets of The Fountains or on a garage entry apron. This is mandatory in order to allow unobstructed access for emergency or service vehicles.
2. Visitor Parking Spaces:
 - a. The designated parking spaces in the common area are for temporary or short-term parking by visitors.
 - b. Residents should not abuse the use of Visitor parking spaces. Visitor parking spaces are not to be used by residents on a daily basis or for long periods of time, unless they are having service work performed at or on their units requiring empty garage space. Visitor spaces are not to be used by residents for more than 4 hours, without a parking pass.
 - c. All parking spaces on the north, east and south sides of the complex are head-in spaces. Vehicles are not to be backed into those spaces.
 - d. Vehicles that exceed the length of those spaces are to use the spaces located on the west side of the complex. These are parallel parking spaces and vehicles in those spaces must be parked heading in the direction of the exit gate and well within the designated parking area.
 - e. Temporary parking shall mean parking of a vehicle belonging to a visitor, delivery truck, service vehicle or other commercial vehicles being used in

the furnishing of services to the Association or a resident and parking of a vehicle belonging to or being used by a resident for loading or unloading purposes.

D. Overnight Parking Passes

Overnight parking permission is issued to each resident of the Fountains via Safe List Visitor Parking Permits. These permits are available at www.PatrolMasters.com by following the Safelist Visitor Parking Permit requirements or calling 1-877-648-0602 and speak to the attendant on call. (Subject to change.)

Any vehicle parked in a Fountains Visitor Parking space for any amount of time between the hours of 2:00AM and 6:00AM is considered as "parked overnight" and must have a valid Safelist Visitor Parking Permit displayed to avoid citation. Violations will subject the vehicle owner to fines or fees being assessed and/or having the vehicle being towed from the premises by The Fountains contracted towing company, entirely at the owner's expense. (C.V.C: 22658, 22500.1)

Residents must utilize the two parking spaces in their unit. Safelist Visitor Parking Permits are NON-TRANSFERABLE. Residents may not Safe List other residents.

1. Penalties:

- a. Accruing three (3) parking citations within six (6) months will subject the vehicle owner to fines or fees being assessed and/or having the vehicle being towed from the premises by The Fountains contracted towing company, entirely at the owner's expense. (C.V.C: 22658, 22500.1)

E. Specified Prohibitions:

1.No automobile, motor home, camper, boat, truck, trailer, motorcycle or recreational vehicle of any kind shall be kept, stored, parked (other than temporarily), maintained, constructed or repaired within The Fountains in such a manner as to be visible from any neighboring unit. None of the above mentioned vehicles shall be used as a living area while in The Fountains or shall be permitted to remain for more than forty-eight (48) hours in any part of The Fountains other than in a garage.

2.No loitering is allowed in visitor parking areas or parked cars.

X. MEETINGS

The monthly Board meeting is generally divided into three distinct segments:

- Homeowner Forum**
- The Open Business Session**
- The Closed Executive Session**

- A. **Homeowner Forum** (Civil Code Section 5000)

- a. During the Homeowner Forum portion of the meeting, homeowner are invited to ask questions or speak to the Board on Association related matters.
- b. A sign-in sheet is available at the beginning of each meeting and homeowners can indicate if they wish to address the Board. Homeowners will be called upon in the order their names appear on the sign-in sheet.
- c. Subject to the new limitations established by Civil Code Section 4930(b), during the Homeowner Forum, the Board may choose to briefly respond to questions or statements, ask a question for clarification, put the matter on the next month's agenda, decide to respond to questions or statements in writing following the meeting, or decide to discuss the matter further in an Executive Session, if the subject meets the qualifications for Executive Session. Due to time constraints, the Board respectfully requests that each homeowner limit their comments to three-(3) minutes. All attendees should remain respectful at all times and abusive language or conduct disruptive to the proceedings will not be permitted. Any person who violates these procedures or refuses to comply with the President's directives may be required to leave the meeting.

B. The Open Business Session (Civil Code Section 4090)

- a. After the Homeowner Forum is closed, only the members of the Board and homeowners or committee Chairs who have been requested to participate in the business portion of the meeting may speak to the issues on the floor during the meeting; however, homeowners are welcome to remain and observe the meeting. This limitation is based upon Article V, Section 19 of the Association's By-Laws, which state: "Regular and special meetings of the Board shall be open to all members; provided however, no member who is not an officer or director shall participate in any deliberation or discussion unless expressly authorized by a majority quorum of the Board".
- b. Conduct disruptive to the proceedings will not be permitted and any person who violates these procedures or refuses to comply with the President's directives may be required to leave the meeting.

C. The Closed Executive Session (Civil Code Section 4935)

- a. California law authorizes the Board to meet in a Closed Executive Session with respect to potential or pending litigation, matters relating to the formation of contracts with third parties, member discipline, and personnel matters or to meet with a homeowner to discuss payment plan arrangements. All homeowners who have not been invited by the Board to participate in the matters to be discussed during the Executive Session will be asked to leave the meeting room.

XI. ANNUAL ELECTION RULES AND PROCEDURES

ELECTION RULES

These rules have been adopted by the Board of Directors to serve as the Association's official Annual Election Rules and Procedures. The purpose of these rules is to clarify the election procedure and to ensure equal access for candidates to any and all association media (newsletters and or special mailings), ensure equal access to common area meeting space for campaign purposes, specify the qualifications for candidates and procedures for the nomination of candidates, specify the qualifications for voting, the voting power of the association members, requirements for proxies and voting schedules and to specify the method of selecting one or three independent third party inspectors. Unless specified in writing to the owners at least 30 days prior to the date of the Annual Meeting and Election, no other business shall be conducted at the meeting except for the election of members to serve as the Board of Directors and to approve the annual corporate tax resolution in accordance with IRS rulings 70-604 and 75-371. The Annual Meeting and Election is scheduled to be conducted annually during the month of May and shall take place at a location and time as set by the Board of Directors.

1. Board Directors, Alternating Years of Election. The election of the Board of Directors shall be held at the annual meeting of the Association. Three (3) Board positions shall be filled at such election one year, and two (2) Board positions shall be filled at the annual election the following year, on an alternating basis. The Board of Directors shall consist of five (5) persons in total. See the By-Laws section 3.1.

2. Two Year Term. Each Board member will serve a two (2) year term, or until the next election, whichever is longer. See the By-Laws section 3.4.1.

3. Vacant Board Positions. Vacant Board positions will be filled by Board member appointment until the next election applicable to the vacant seat filled by such appointment.

4. Candidate Must Be an Owner. A candidate for the Board of Directors must be a current owner of at least one unit at the Association. Nominations may be made by any owner including nominating oneself. The Association will disqualify a person from nomination as a candidate if the person is not a member of the Association at the time of nomination. If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for the purposes of being a candidate. See Civil Code section 5105(b)(2). The Association Board of Directors may elect to form a Nomination Committee with the sole purpose of locating and identifying candidates to run for the Board at the Annual Meeting and Election. Any candidate who has not been recommended by the Nomination Committee will not be prevented from participating in or having his name noted in any association correspondence relating to the Annual Meeting and Election.

5. Candidate Disqualifications. A candidate will be disqualified: 1) if the candidate has a prior criminal conviction that prevents the Association from acquiring a fidelity bond or would result in the termination of any such bond, 2) if such candidate's election would result in joint owners of a separate interest serving on the Board at the same time, and/or 3) if such candidate is delinquent in assessment payments (and not for failure to pay fines), unless a) the candidate has paid the same under protest, b) has entered into an assessment payment plan, or c) has not been provided the opportunity to engage in IDR. See Civil Code section 5105(c). However, any such disqualified person will be given the opportunity to engage in Internal Dispute Resolution. See Civil Code section 5105(e).

6. One Vote per Unit, Cumulative Voting Allowed. The owner (or owners, jointly) of each unit may cast one vote for each board position to be filled at a given election. The candidates receiving the highest number of votes shall be elected as directors and shall take office immediately following their election. There shall be cumulative voting. Each unit will be entitled to cast one vote for each of the open Board director positions up for election, to cast all such votes for a single candidate, or, to be distributed among the candidates to be elected.
7. Optional Biographical Information and/or Candidate Statement, No other Media Access. A candidate for the Board of Directors may submit a short biography of qualifications and/or a candidate statement to be included in the mailing of ballots, not to exceed one hundred (100) words. The Association shall not edit or redact any content from any such biography of qualifications and/or candidate statement, but may include a statement specifying that the candidate, and not the Association, is responsible for the content. It shall also be noted that the candidate's statement will be published as written and will not be modified except to block-out any profane words or statements. Other than the foregoing, any candidate or member advocating a point of view will not be provided access to any Association media, newsletter or internet website during a campaign.
8. Canvassing and Petitioning, Reasonable Hours set Forth. Owners will be allowed to canvass and petition owners, Board members and residents in a reasonable manner with respect to elections. An owner will also be allowed to reasonably distribute and circulate information about elections and candidates. Such activity may include mailing or sliding flyers under front doors, door mats or behind any screen. Such activity may also include passively handing out flyers in the common area. These activities must all be within reasonable hours and may not be made with such aggressiveness as to create a nuisance. Flyers shall not be affixed to common area walls, doors, windows and the like, nor to private vehicles. Owners and residents should not be disturbed before 8: 00 a.m. nor after 8 p.m. Civil Code sections 4515(b)(4) & (5).
9. Common Area Meeting Space Available. Candidates and owners will be allowed to use any suitable common area, or a community room, recreational hall and/or clubhouse meeting room, for the peaceful assembly and meeting with other members or residents, their invitees or guests, to conduct a "Meet the Candidate Forum" or the like for any election to the Board of Directors, or to conduct a "Town Hall Meeting" for persons to express points of view concerning other matters subject to membership vote, when not otherwise in use. There will be no charge for the use of any such meeting place, nor will the applicant for such space be required to make a deposit, pay a fee, buy a liability policy of insurance or pay a premium or deductible on the Association's insurance policy for such use. An area of separate interest with the consent of the applicable member may also be used for such an assembly or meeting. Civil Code sections 4515(b)(1) & (3). During the Annual Meeting and Election, candidates will be given a brief period of time to identify and introduce themselves to the members present. This time shall not exceed one minute in duration and is not intended to be used for campaigning by the candidate.
10. Limited Use of Association Funds. Association funds may not be used for campaign purposes. The only money to be spent by the association shall be for the cost to produce and mail the Board Candidate Application, the Board Candidate Statement Letter, ballots, proxies and any subsequent mails notifying members of adjourned or rescheduled meeting dates.
11. Number of Inspectors. The Board of Directors shall appoint one (1) to three (3) inspector(s) of election. Civil Code section 5110(a). If there are three inspectors, the decision or act of a majority shall

be effective in all respects as the decision or act of all. Civil Code section 5110(d). Any inspector report is prima facie evidence of the facts stated in such report. Civil Code section 5110(d).

12. Who may Serve as an Inspector. An inspector of elections may be a member of the Association but not members of the Board of Directors or candidates for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An inspector of elections may be an independent third party, including but not limited to a volunteer poll worker with the county register of voters, a licensee of the California Board of Accountancy, and/or a notary public, but may not be a person or business entity who is currently employed or under contract to the Association for any compensable services other than as an inspector of elections. Civil Code section 5110(b).

13. Powers of Inspector. The inspector(s) of elections shall determine the number of memberships entitled to vote and the voting power of each; determine the authenticity, validity, and effect of proxies if any; receive ballots; hear and determine all challenges and questions in any way arising out of or in connection with the right to vote; count and tabulate all votes; determine when the polls shall close; determine the results of the election; and perform any acts as may be proper to conduct the election with fairness to all members. Civil Code section 5110(c). An inspector shall perform all duties impartially, in good faith, to the best of the inspector's ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. Civil Code section 5110(d).

14. Nomination Process, Nominations May be Made from the Floor. The process for nominating a candidate to run for the board of directors shall be as follows in this section:

Self-Nomination. Any member of the Association qualified to serve on the Board of Directors may nominate himself or herself by personally delivering or mailing a letter or other writing advising the Board of Directors of his or her intent to run for a position on the Board of Directors, received by the Association no later from the Fortieth (40th) day before the ballot counting meeting of the membership, to be included on the written ballot mailed to owners. A member may also self-nominate thereafter or from the floor of the election meeting before the close of any additional nominations.

Nomination by Third Party. If the name of a candidate is proposed into nomination by someone other than the candidate, the candidate must verify his/her willingness to be placed on the ballot.

Close of Nominations. Candidate Nominations will be closed at 4:00 p.m. on the Fortieth (40th) day before the ballot counting meeting, with respect to such nominee's name being printed on the ballot. Only written nominations (including the nominating committee's list of nominees and any self-nominations) personally delivered on or before the close of nominations will be accepted. Any nominee(s) thereafter or from the floor at the election meeting must be handwritten in on a blank space to be provided on the written ballot, by the member so voting.

15. Notice of Nomination Procedures, Pre-Ballot Notice and Ballot Materials. At least thirty (30) days before the deadline for nominations and approximately one hundred and five (105) days before the voting deadline, the Association will send out to members a General Notice of Nominations Procedures and Deadlines (so as to be listed on the mailed out ballots and to be nominated thereafter). The deadline for submitting candidate nominations will be at least thirty (30) days after the mailing date of such General Notice of Nomination Procedures and Deadlines. Individual notice of such will be made only if requested by a member beforehand. See Civil Code section 5115(a).

At least thirty (30) days after the General Notice of Nomination Procedures and Deadlines was sent, and at least thirty (30) days before the ballots are distributed, the Association will send out to members a Pre-Ballot Notice. In such Pre-Ballot Notice to owners, the Board shall state 1) the date, time and physical address for ballots to be mailed or hand delivered to inspectors, 2) the date, time and meeting location for the ballot counting meeting, and 3) the preliminary list of candidates whose names will appear on the mailed out ballot. Individual notice of such will be made only if requested by a member beforehand. See Civil Code section 5115(b).

About sixty (60) to sixty-five (65) days before the voting deadline, members will be permitted to verify the accuracy of his/her information on the preliminary candidate list and voter list, until forty (40) days before the voting deadline. The inspector will then change and correct such lists within two (2) business days of any error or omission being reported by the Association or member. See Civil Code section 5105 (a)(7). All qualified candidates nominated at least forty (40) days before the election will be listed on the mailed out ballots.

The ballot materials for the annual election of the Board of Directors shall be mailed to each member of the Association or otherwise delivered between the thirty-fifth (35th) and thirtieth (30th) days before the annual meeting of the members during which the ballots will be counted. These ballot materials will include the ballot(s). These ballot materials will also include a copy of the election rules or will include an internet website address on the ballot together with the phrase, in at least twelve (12) point font: "The rules governing this election may be found here", while posting the election operating rules on this same internet website. See Civil Code sections 5105(g)(4)(B)(i) & (ii).

16. Secret Ballot. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every member not less than 30 days prior to the deadline for voting. A voter may not be identified by name, address, or unit number on the ballot.

The Association shall use the following procedures:

a. The ballot itself is not signed by the voter but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and unit number that entitles him or her to vote.

b. The second envelope is addressed to the inspector or inspectors of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the inspector or inspectors of election. The member may request a receipt for delivery at the beginning of the voting process.

17. Custody of Cast Ballots at Designated Location. The sealed ballots at all-time shall be in the custody of the inspector or inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote.

18. Record Date for Voting. The record date for voting shall be the date when ballots are distributed. See Civil Code section 5105(g)(1).

19. Correction of Voter List and/or Candidate Registration List. Members will be allowed to verify the accuracy of his/her/their information on the voter lists and/or the candidate list until forty (40) days before the voting deadline. The Inspector of Elections will correct any errors on the same within two (2) business days. The voter list shall include the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. Civil Code section 5105(a)(7).

20. Ballots Will Generally Not be Denied. Ballots will not be denied to a member for any reason other than not being a member at the time of the record date for voting. A ballot will not be denied to a person with a general power of attorney for a member and will be counted if returned in a timely manner. See Civil Code sections 5105(g)(1), (2) & (3).

21. Verification of Voter's Signature prior to Meeting, Cast Ballot is Irrevocable. The inspector of elections, or the designee of the inspector, may verify the member's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated. Also, persons who have submitted a secret ballot by mail will not be permitted to vote again or change their vote at the Annual Meeting. Civil Code section 5120(a).

22. Use of Proxies. A Proxy may be used by an owner who is unable to attend the Annual Meeting at which Association directors will be elected, if he or she does not mail in a completed ballot beforehand. The person receiving the proxy is called a proxyholder. The proxyholder must be a member of the Association. If multiple proxies that have been submitted by an owner, such will be reviewed by the Inspector of Elections and the most current proxy issued (date and time) will be deemed valid. All other prior proxies will be null and void. Civil Code section 5130(c) requires that any instruction given in a proxy issued for an election that directs the manner in which the proxyholder is to cast the vote shall be set forth on a separate page. The first page contains the authorizing language giving the proxyholder the power to vote, the second detachable page contains the instructions on how the proxyholder is to vote on each director. Once a proxyholder registers at the membership meeting, the Inspector of Elections keeps the first page of the proxy. The second detachable page of instructions on how the proxyholder is to vote is given to the proxyholder along with a ballot. The proxyholder then votes the ballot in secret.

23. Initial Quorum and Reduced Quorum Thereafter. The initial ballot counting meeting may, and will, be continued to another time and place if a quorum of fifty per cent (50%) of the total voting power of the Association is not met, by a majority of those present in person or by proxy, but no other business may be transacted. An adjournment for lack of quorum shall be to a date not less than five (5) days nor more than thirty (30) days from the original meeting date, and the applicable quorum for such meeting shall be twenty-five per cent (25%) of the total voting power of the Association.

24. Votes Tabulated. All votes shall be counted and tabulated by the inspector or inspectors of election in public at a properly noticed open meeting of the Association. Any candidate or other member of the Association may witness the counting and tabulation of the votes. No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. See Civil Code section 5120(a).

25. Election Results. The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within fifteen (15) days of the election, the

Board shall publicize the results of the election in a communication directed to all members. See Civil Code section 5120(b).

26. Storage of Ballots after Election. After tabulation, election ballots, the signed voter envelopes, the voter list, any proxies and the candidate registration list shall be stored by the inspector of elections in a secure place at his or her designation, for no less than one year after the date of the election. Thereafter, the Association shall keep such ballots. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by association members or their authorized representatives. Signed voter envelopes may be inspected but not copied. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. See Civil Code sections 5105 and 5200.

27. Election Rule Amendments. These election operating rules shall not be amended to be applicable less than ninety (90) days prior to an election, but any such amendment will be applied if required by law. See Civil Code section 5105(h).

28. Election Rules may supersede other Governing Documents. These election rules may contain provisions mandated by the Davis-Stirling Act under California state law, and as such, may supersede any conflicting provisions in the Association's Bylaws and/or CC&Rs.

29. Election Timeline. An election timeline is attached hereto as Exhibit "A".

XII. NEIGHBOR DISPUTE POLICY

From time to time the Association's Board of Directors is asked by a homeowner to take enforcement action against the owner of a neighboring property, usually based upon reports that the resident(s) of the neighboring property is (are) making too much noise within their home, or because of some other disagreement or dispute that has arisen between the two neighbors.

All homeowners and residents are requested to be mindful of the following:

- A. Paragraph 4.10 of the recorded CC&R's prohibits "noxious and offensive" activities within The Fountains and authorizes the Board of Directors to determine whether any noise or activity is so noxious or offensive that enforcement action by the Association is warranted.
- B. Paragraph 4.11 of the CC&R's prohibits the use of horns, whistles, and bells within the units, but the paragraph does not preclude the use of radios or television "where the sound level is maintained at a reasonably low level with respect to adjoining units".
- C. The Association has a duty under California law to reasonably enforce the CC&R's and Rules and Regulations as the Board of Directors deems necessary and appropriate, but the Board of Directors cannot be the arbiter of every dispute or disagreement that might arise between neighbors.

Accordingly, the Association will take enforcement action with respect to nuisance related complaints as determined necessary and appropriate by the Board of Directors, but only if the Board has made a determination that the activity complained of is a violation of the

CC&R's or Rules and Regulations and is sufficiently noxious and offensive to warrant enforcement action by the Association.

To implement the foregoing, the following steps shall be taken with respect to nuisance and "neighbor-to-neighbor" related complaints:

1. Homeowners shall be required to make a good faith effort to resolve disputes themselves prior to requesting Association involvement in the matter. If homeowners are unable to resolve a dispute themselves, the homeowner making the complaint shall provide to the Board of Directors, in writing, a description of the activity which is the subject of the complaint, a summary of the homeowners' respective positions in the matter, an explanation of the efforts which were made to resolve the dispute and a description of the agreements, if any, which were reached by the homeowners. Copies of all letters, emails and other materials exchanged between the homeowners shall also be provided to the Board for the Board members' consideration.
2. Following receipt of the written information and documentation described in the preceding paragraph, if it appears that the activity complained of may be a violation of the CC&R's or the Rules and Regulations, the Board may: a) direct management to write a letter to the owner subject of the complaint requesting their compliance with the applicable CC&R provision or Rule and/or: b) invite the homeowner who is the subject of the complaint to a hearing to determine whether enforcement action by the Association is necessary and appropriate based upon the provisions of this policy and the Association's CC&R's, Rules and Regulations and By-laws.
3. If the Board determines that there has been a violation of the CC&R's or the Rules and Regulations and that enforcement action by the Association is appropriate, the Board may impose a fine, suspend privileges, initiate ADR, initiate legal action and/or invoke any other remedy available to the Association under the CC&R's or California law.
4. If the Board determines at any time during the process that enforcement action by the Association will not be taken, the homeowner who initiated the complaint may, at his discretion, choose to pursue the matter with his neighbor directly through voluntary mediation, voluntary arbitration, civil suit or other means of their selection.

XIII. VIOLATIONS

- A. Pursuant to section 5.1.7 of the By-laws of the Association, the following policy has been adopted to govern the process by which Enforcement Assessments (fines) may be imposed for violations of the Association's governing documents (CC&R's, Rules and Regulations and By-laws) or Rules and Regulations as submitted within this document, committed by a resident, owner or by members or guests of the owner's household.

B. All complaints alleging violation of the CC&R's or Rules and Regulations of the community must be in written form identifying the nature of the alleged violation and the unit involved.

1. Routine Offense: Upon receipt of a written complaint, the Association shall send out a warning letter to the party involved informing them of the allegation and advising them of necessary corrective action. This warning shall set a reasonable date for compliance, if applicable.

a. After expiration of time of compliance or upon receipt of a second written complaint for the same violation, a second notice shall be sent to the homeowner. This second notice shall inform them that failure to comply in the time specified or future violations will result in a hearing to assess fines against the responsible homeowner.

b. Should the homeowner fail to comply after the second notice or should a third complaint be received, a Notice of Hearing will be sent to the homeowner. This notice shall set the date, time and location for a hearing before the Board of Directors. The purposes of this hearing shall be to discuss the complaints, hear arguments from all parties involved and assess fines as appropriate within the scope of this policy.

2. Severe Offense: No warnings will be given for any action or behavior that endangers a person's safety, property or results in the damage thereof. Such offenses will result in a hearing to assess fines and/or the cost of damages against the responsible homeowner.

3. Architecture Offense: Unapproved architectural modifications or changes or the failure to properly follow the approval process will result in a fine equal to 100% of the homeowner's monthly assessment.

a. Additionally, the cost to restore the modification to its original condition will be at the homeowner's expense if the modification is denied by the Board or the Architectural Committee.

C. Fine amounts for Enforcement Assessments, if levied by the Board shall be for the amounts as follows:

1. First offense: (50% of the homeowner's monthly assessment)

2. Subsequent offense: (75% of the homeowner's monthly assessment)

3. Severe offense: (100% of the homeowner's monthly assessment)

4. Architectural offense: (100% of the homeowner's monthly assessment)

NOTE: Fines may be assessed daily, weekly, or monthly.

- D. The above policy shall apply for each separate violation of the community rules or CC&R's.
- E. A six-month rule shall apply. This means that once a homeowner has made the required correction or complied with the applicable rule, if no further violations occur for a period of six months, any future violation after the six-month period shall be treated as a new violation and will start the enforcement process over, beginning with a letter of warning.
- F. With regard to the enforcement of governing documents, Civil Code Section 5930 encourages parties to a dispute involving enforcement of an Association's governing document to submit the dispute to a form of alternate dispute resolution (ADR) such as mediation or arbitration, prior to filing a lawsuit. The intent of the statute is to promote speedy and cost-effective resolution of such disputes, to better preserve community cohesiveness and to channel CC&R disputes away from our state's court system. The form of alternative dispute resolution may be binding or non-binding and the costs will be borne as agreed to by the parties involved. Additional information regarding the ADR process may be obtained from the management company.

XIV. GUIDELINES FOR SOLAR ENERGY INSTALLATION

WHEREAS, the FOUNTAINS Homeowners Association, ("HOA") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, the California Civil Code sections 714.1, 4600(b)(J) and 4746 have been established to permit installation within HOA regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance to applicant ("Homeowner") regarding solar energy devices therein, it is appropriate for the HOA to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Solar Energy Devices within the community.

- A. These guidelines apply to solar energy devices ("Devices").
 - a. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.
 - b. The term includes a mechanical or chemical device that can store solar-generated energy for use in heating or cooling or in the production of power.
 - c. Homeowner must apply to Architectural Control Committee for approval by presenting a fully completed Request For Change prior to installation of Devices.

- B. Such Devices may only be installed with advance written approval of the Fountains Homeowners Association, Architectural Control Committee by submitting a Request For Change form, and subject to below guidelines.
- a. Any Homeowner presenting any Request for Change for installation of Devices must:
 - i. Notify in writing and obtain signatures on Request For Change form of EVERY unit owner within the entire building where the proposed installation will be located.
 - ii. Provide proof and validation that Devices meet all health and safety standards of state and local permitting authorities and meet all applicable building codes.
 - 1. The Devices must meet the safety and performance standards of the National Electrical Code, the Institute of Electrical and Electronic Engineers, and an accredited testing laboratory, such as Underwriters Laboratories.
 - 2. The Devices must comply with any and all applicable rules of the Public Utilities Commission regarding safety and reliability.
 - 3. All contractors installing, maintaining, repairing and/or replacing the Devices shall be licensed for that explicit purpose with the State of California and shall carry commercial general liability insurance of at least \$1,000,000.00 and such workers compensation insurance as is required by law.
 - 4. Devices must be installed in compliance with manufacturer's instruction and in a manner, which does not void material warranties.
 - 5. Licensed craftsmen must be used where required by law. City of Long Beach Permits must be obtained as required by law.
 - 6. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board.
 - 7. All such contractors shall present proof of all such insurance and/or bonding to the Association prior to the commencement of any work.
 - iii. Must provide a certified report from a structural engineer, at Homeowners sole expense, to certify that the building structures are sufficient to bear the weight of the Devices.
 - iv. Provide a site survey showing placement of the proposed panels and equitable allocation of usable area among owners sharing the same roof area.
 - v. Assume all cost and responsibility of the roof used to accommodate the Devices.

- vi. Maintain a Homeowner Liability Coverage Policy at all times and provide the association with the corresponding certificate of insurance within 14 days of the approval of the Request For Change (prior to beginning installation) and annually thereafter at the beginning of each calendar year.
 - vii. At the sole expense of Homeowner, the Devices shall be inspected, and the Common Area roof water tested annually, during the months of July or August, for leaks at any points where the system is attached to the roof.
 - 1. Any leaks discovered shall be immediately repaired by a qualified licensed, insured and bonded contractor, at the expense of the Homeowner.
 - viii. Indemnify the association and pay for any damages caused by or as a result of the installation of Devices.
- C. Any Devices must be installed on the roof directly above the unit of the main residential dwelling owned by the property owner.
- a. No portion of the Devices may encroach on adjacent properties or common areas.
 - b. If the installation, maintenance, repair, replacement and/or use of the Devices results in any damage to the roof, or any other building structure, the Homeowner which the Devices serve shall indemnify and reimburse the HOA, and/or any other homeowner who is a member of the HOA, for the cost of any property damage or other loss resulting therefrom, including, but not limited to, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the common area, damage to any neighboring property, damage to personal property of the HOA and/or any other homeowner who is a member of the HOA, and personal injury.
 - c. The HOA is hereby granted full easement rights beneath, over and around the Devices for the purposes of conducting such Common Area maintenance, repairs and replacement as are required by this declaration. In the event that such Common Area maintenance, repairs and replacement cannot be undertaken or completed with the Devices in place, the Homeowner which the Devices serve, at his/her sole expense, will remove, or cause to be removed, the entire Devices, or any portion thereof, to the extent necessary to allow the HOA to conduct such Common Area maintenance, repairs and replacement. The Devices may thereafter be replaced by Homeowner, at his/her sole expense within a reasonable time as to avoid unsightly aesthetics or inconvenience for the community. All such removal and/or replacement of the Devices as provided for in this section shall be subject to and comply with all other conditions of the original Request For Change approval by Architectural Control Committee.
 - d. All contractors shall be notified of and abide by the HOA's parking rules, subject to such exceptions as may be granted by the Board of Directors to facilitate the work to be done.

- D. The Homeowner who receives an approved Request For Change form for installation of the Devices must execute a Agreement Containing Covenants Affecting Real Property Regarding the Installation of Solar Energy System in a form to be provided, which document will be recorded at Homeowners sole expense with the County Recorder for the County of Los Angeles, California, and thereby bind them, as the current owner(s) and all future Owners to the terms and conditions of this approval as set forth in said agreement.
- a. Homeowner must disclose all guidelines and responsibilities of Devices ownership to any prospective buyers of the property with the existence of the Devices, and their legal responsibilities therein to maintain and pay for any damage to persons or common area in The Fountains.
 - b. Any subsequent person(s) considering the purchase of a unit whose Homeowner presented and obtained approval of a Request For Change for installation of Devices must agree to all provisions mentioned above if they choose to purchase the unit with the Devices remaining.
 - c. Subsequent homeowner(s) must agree to be responsible for all cost of maintaining roof, Devices and any damages incurred by the installation of Devices in the same manner as original Homeowner, including, but limited to, all annual inspections, insurance coverage, reimbursement for damages to HOA or fellow homeowner property as well as all provisions of the original agreement.
 - d. If subsequent homeowner will not agree to all terms of the original agreement, Homeowner must assume all cost and responsibility of removing Devices upon prospective sale of affected unit in The Fountains and returning the roofs to the matching style and materials which the HOA has at the time of removal of the Devices.
- E. The devices must:
- a. be installed on the highest roof plane at the back of the structure so as not to be visible by other homeowners or from common area; and
 - b. have no portion of the Device higher that the roof section to which it is attached; and
 - c. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - d. conform to the slope of the roof; and
 - e. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - f. have any frame, brackets and visible piping or wiring in a Terra Cotta color* (*see Architectural Control Committee Approved Style of Solar Tile*) commonly available in the marketplace to match the color of the adjoining roofs on entire building; and

- g. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory or equivalent entity).
- F. Installed Devices may not:
- a. Threaten public health or safety; or
 - b. Violate any law; or
 - c. Substantially interfere with the use and enjoyment of property by causing unreasonable discomfort or annoyance to any adjoining property owner,
- G. All Devices must be maintained in good repair.
- a. Unused or inoperable Devices must be removed at the sole cost of the Homeowner.

The guidelines are effective upon ratification by the board of directors of The Fountains and supersede any guidelines for solar energy devices which may have previously been in effect and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

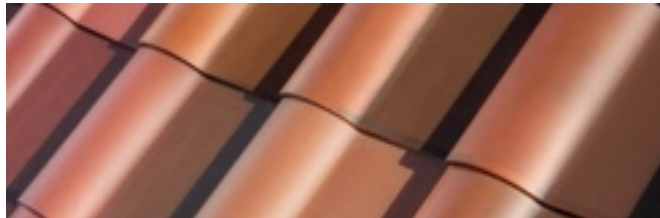
The Fountains Homeowners Association.

(*Architectural Control Committee approved style of Solar Tiles)



Or:

<https://www.tesla.com/energy>



Guidelines hereby accepted by Homeowner(s) on this date: _____.

Homeowner(s)

Homeowner(s)

Unit Number: _____