

# Windwood Anaheim Condominium Association

## **Rules and Regulations**

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# **RULES AND REGULATIONS**

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## **WINDWOOD ANAHEIM CONDOMINIUM ASSOCIATION**

### **I. INTRODUCTION**

The Board of Directors (“Board”) for the Windwood Anaheim Condominium Association (“Association”) is committed to maintaining and improving upon the Association’s private, quiet, and family-oriented community. To maintain the quality of the community, the Board has prepared and distributed these Rules and Regulations (“Rules”) governing the same. Observation and enforcement of the Rules contained herein is the responsibility of each owner and/or their invitees, including their residents, tenants, guests, or vendors. It will take the participation of all members of the Association to help maintain, protect, and improve our community.

The Board has prepared these Rules as a supplement to the Association’s recorded Declaration of Covenants, Conditions and Restrictions. In the event of a conflict, the CC&Rs shall govern. All capitalized terms used, but not clearly defined, within these Rules shall have the same meanings given to such terms in other provisions of the Declaration.

### **II. GOVERNING DOCUMENTS**

The Governing Documents of the Association consist of its (1) recorded Declaration of Covenants, Conditions and Restrictions, and all amendments and restatements thereto (collectively referred to as “Declaration” or “CC&Rs”), (2) By-Laws, (3) Articles of Incorporation, and (4) the following Rules and Regulations adopted by the Board of Directors pursuant to Article XI of the Declaration.

Owners and residents are generally entitled to the right of quiet enjoyment and use of their Units and of the Common Areas. The Governing Documents and the following Rules and Regulations exist in part to protect and to preserve that right.

Every Owner, resident, tenant, guest, etc. is obligated to comply with the Governing Documents and may be subject to disciplinary measures and/or legal action by the Association for a failure to do so. The Association’s enforcement policy with respect to violations of the following Rules and Regulations is detailed further below in Section XXI “ENFORCEMENT.”

### **III. COMMON AREAS**

The Association Common Areas are those areas under the direct control of the Association. The Common Areas consist of all real property owned by the Association for the use and enjoyment of the members of the Association, including but not limited to, those portions of real property improved as streets and sidewalks. Common Areas, as well as all Owners’ rights and obligations with respect to those areas, are defined further in the Governing Documents.

### **IV. BOARD OF DIRECTORS**

The Association is governed by a Board of Association members. The Directors are elected through a vote of the Association’s membership in accordance with the procedures set forth in the Governing Documents. Included in the Board’s duties is the faithful enforcement of the use restrictions set forth in the Association’s Governing Documents, including the following Rules and Regulations.

## V. ARCHITECTURAL COMMITTEE

The ARC (Architectural Review Committee) shall be composed of three (3) Association members appointed by the Board. (*Declaration*, Art. III, Sect. 1.)

## VI. MANAGEMENT OF THE ASSOCIATION

The contact information for the Association's managing agent is as follows:

Cardinal Property Management, Inc.  
3111 N. Tustin St., Ste 200  
Orange, CA 92865  
T: (714) 779-1300  
F: (714) 779-3400

If you have any maintenance, landscape or architectural concerns or questions, please do not hesitate to contact the Association's Managing Agents.

If you have any maintenance, landscape, architectural concerns, or have observed violations of regulations stated herein, please do not hesitate to contact the Association's Managing Agents. Such communication should include the following:

1. Date
2. Description of issue
3. Address, and/or location
4. Section and/or paragraph relative to violation of Rules and Regulations, (if known)
5. Contact information for response; which shall be held in confidence with the Association's Managing Agents and forwarded to the Board for their review and recommendation of remedy. A Response from Board will occur in a timely manner depending on the urgency.

## VII. PARKING

All Owners, Residents, tenants, and guests are subject to the parking rules and regulations set forth in Article II, Section 2 of the Declaration, and any regulations set forth herein. Failure to comply with any of the following rules and regulations may result in the offending vehicle being cited and/or towed at the vehicle owner's expense. The owner may also be assessed a penalty for his/her (or his/her tenant's or guest's) noncompliance with the following rules and regulations.

- A. ASSIGNED PARKING - All vehicles must be always parked in the appropriate assigned parking spaces. (Please refer to your title record for your assigned parking space and/or garage location.)
- B. ALLEYS AND ALLEYWAYS - Parking in the alleys is strictly prohibited. All vehicles will be towed at the vehicle Owner's expense. These alleys are considered "fire lanes" and must always be accessible for emergency vehicles. However, it is permissible to temporarily park in the alley/driveway for a reasonable amount of time to load and unload the vehicle, provided the vehicle flashers have been turned on. The vehicle owner must always be present while the vehicle is parked in the alley, to ensure their ability to immediately move said vehicle upon the arrival of any emergency vehicle(s).

- C. STORED VEHICLES - Vehicles must be moved every 72 hours, otherwise, they will be considered stored and will be subject to towing at the vehicle Owner's expense.
- D. UNAUTHORIZED VEHICLES - No boats, trailers, recreational vehicles, campers, or machinery are permitted to be stored in parking spaces. Failure to comply will result in the Association taking necessary action and any costs incurred will be charged to the Homeowner.
- E. OFF-ROAD VEHICLES PROHIBITED - No Resident shall operate any type of off-road vehicle within the Property.
- F. INOPERABLE VEHICLES - No person shall park, store, or keep anywhere on the property an inoperable or unregistered vehicle. Failure to comply will result in the Association taking necessary action and any costs incurred will be charged to the Homeowner.
- G. AUTHORIZED VEHICLES ONLY - Parking areas shall be used for parking authorized vehicles only and shall not be used for storage, living, recreational or business purposes.
- H. REPAIRS - No vehicle may be restored, repaired, or dismantled in any area of the Property at any time, except for emergency repairs to the extent it is necessary to move/transport the vehicle to a proper repair facility.
- I. OBSTRUCTIONS - No parking shall be permitted that may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard.
- J. LONG TERM PARKING - If a resident requires long term parking (more than 72 hours) for purposes of vacation or an unforeseen event, please submit correspondence to management advising of the dates the extended parking is needed and include the vehicle license plate number along with the make and model of the vehicle. Your request will be reviewed and forwarded to the patrol company.

## VIII. PARKING ENFORCEMENT AND TOWING POLICY

In addition to all other remedies provided by law, in the Declaration, and these Rules, the following enforcement procedures apply to violations of the Association's Parking Rules and of the California Vehicle Code. "Parking Rules" shall mean and refer to these Parking Rules and Regulations as well as any applicable provisions of the *California Vehicle Code*. Any violations of these Parking Rules or applicable provisions of the California Vehicle Code allows for the Board to impose discipline on the responsible Residents in accordance with the Board's Enforcement Policy, as well as to have the offending vehicle towed from the Association's streets.

Owners are responsible for ensuring their guest's or tenant's compliance with these Parking Rules. Should any violation of these Parking Rules be committed by an Owner's guest or tenant, payment of any fine levied by the Association in response to that violation will be the financial responsibility of the Owner of the Unit and may subject same to legal action by the Association, if necessary, to compel compliance.

### A. CITATIONS, TOWING, AND IMPOUND

- 1. Any vehicle parked in violation of the Association's Parking Rules will be subject to towing and impound, as provided below. The responsible Homeowner(s) may also be subject to fines, as described in Article XXIII of these Rules.

2. Parking a vehicle unattended, at any time, within a fire lane, within fifteen (15) feet of a fire hydrant, parallel to the garage, or in a manner which interferes with an entrance to or exit from the Association will result in towing without notice or warning.
  3. A First Parking Violation Notice will be placed on the vehicle by the Association's patrol company for all violations, with the exception of parking in a fire lane, parking within 15 feet of a fire hydrant, parallel to the garage, and parking in a manner which interferes with an entrance to, or exit from the Association, which are subject to immediate towing.
  4. The vehicle will be towed without further notices or citations on each occasion the vehicle is parked in violation of the Parking Rules within ninety (90) days following the issuance of the First Parking Violation Notice.
  5. Towing and impound will be at the expense of the owner of the vehicle.
- B. EXPENSE – Towing and impound will be at the expense of the owner of the vehicle.
- C. FINES – The Association's Parking Rules also may be enforced through the levy of fines, as described in Article XXIII of these Rules. The levy of a fine shall be in addition to the Association's right to tow and impound the vehicle, or to exercise any other enforcement remedy provided for under the CC&Rs or the Association's Parking Rules.

## **IX. COMMON AREA RESTRICTIONS AND MISCELLANEOUS RULES**

- A. Mechanical repairs or body work on vehicles in the alleys/driveways is prohibited.
- B. All Owners and Residents are expected to behave in a considerate and responsible manner. Parents are responsible for their children and are expected to exercise control concerning littering, destruction, etc.
- C. Personal items and/or plants cannot be installed, placed, or planted in Common Areas. Lawn chairs are permissible while a resident is seated in common area but must be stored out of view from Common Area while not in use.
- D. No pots or plants are permitted to be hung or placed on the Association's fences, walls, balcony decks, balcony ceilings, or stairs.
- E. No more than three (3) pots or plants are permitted on balcony floors. Each pot or plant may not exceed twenty (20) pounds per pot.
- F. Any trees or plants in the patio are to be regularly maintained and trimmed away from the Association's fence, stucco walls, and rafter tails.
- G. No items (signs, décor, or lights) are permitted to be nailed, anchored, or stapled to any Association maintained property such as stucco walls, fences, wood siding, fascia, or patio rafter tails, or the Owner shall be liable for any repairs or damages, and subject to the Enforcement Procedure as further detailed in Section XXI.
- H. Every property is permitted a maximum of two (2) metal stake real estate signs that can be placed in the Common Area. Sign dimensions should not exceed 24" W x 18" H. The only exception to this rule would be for garage/yard sales (which are limited to once a quarter) or open houses.

- I. No mesh or lattice material is permitted on the Association's wrought iron railing without prior Architectural Approval.
- J. Residents are not permitted to maintain common areas.
- K. Pop up canopies, gazebos, or any other large temporary structures are not allowed to be erected in the exclusive use patio areas. Shade umbrellas are permissible provided they are dark blue, gray, or neutral in color. Writing and/or advertisement is not allowed on approved shade umbrellas. Owners may elect to install a permanent patio cover but must submit an architectural application along with plans to the Architectural Committee for review and approval prior to construction.
- L. Residents are required to obtain approval prior to scheduling an event in Common Area, (birthday parties, etc.), and are permitted to erect temporary pop-up canopies for purposes of an approved social function. Please contact Management to request approval of a social function in the Common Area.
- M. Water toys such as slip & slides or water guns are permitted in the Common Area but must be removed immediately after use. If the Common Area is damaged by the water toy, (damage such as dead grass or holes in the landscape) the Owner shall be responsible for the restoration of the area.
- N. Architectural approval is required to install a satellite dish. A sketch of the location of the satellite dish and proposed location of wires must be submitted with the architectural application.
- O. Satellite dishes are not permitted to be installed through the roof and are only permitted to be installed along the fascia board located on the driveway side of the building in the center area above the center door.
- P. Residents are responsible for the removal of the satellite dish once it is no longer being used or upon moving out.
- Q. Cable wires must be concealed and run along the fascia board and inserted through the vent into the unit. Cable wires are not allowed to run across the roof and are only permitted to be attached to the stucco with the proper channeling, which must be painted the Association approved color, at the Owner's expense.
- R. Unmarked or improperly installed satellite dishes and/or cable wires will result in a violation letter being sent to all four units for identification purposes. All owners are required to respond as to whether the dish belongs to their unit within thirty (30) days of the violation letter being generated. If no response is received, the Association will issue a work order to have the satellite dish and cable wires removed, at the satellite Owner's expense.
- S. Window fans and portable air conditioning vents are only permitted during the months of July through October. There may be no wood panel, duct tape, or any other material holding the air conditioning vent or fan in place on the window.
- T. Window blinds and screens are to be maintained on a regular basis, free of any holes, tears, and missing or bent slats.



- U. Motorcycles, bicycles, tricycles, and other wheeled toys are prohibited in landscaped areas. Bicycle riding is prohibited within fenced pool areas, green belt walkways and on sidewalks.
- V. Bicycles and other toys and sports equipment must be kept out of public view within the Residents' Unit when not in use. Toys that are left in the Common Area and unattended may be discarded.
- W. The operation of unlicensed vehicles and motorized scooters is prohibited in the Association.
- X. Skateboarding, skating, riding of scooters and biking are prohibited in pool areas and on the Common Area sidewalks, steps, and alleys. Any constructed skateboard item, ramp, etc., is expressly prohibited and will be discarded.
- Y. Repair or replacement of any Association property damaged by a Homeowner, any member of their household, tenant, or guest shall be at that Owners' expense.
- Z. Tampering with or adjusting sprinkler heads or timing devices is prohibited. Sprinkler problems should be reported promptly to Management.
- AA. Any Resident whose children or pet(s) cause damage to lawns or other common area landscaping from trampling or other activity will be assessed for replacement materials and labor. Residents will be assessed for damage caused by the children or pets of their tenant and any settlement will be strictly a matter between the tenant and the Homeowner.
- AB. Requests for maintenance of common area landscaping must be submitted, in writing, to management.

## **X. SWIMMING POOL**

The pool is intended for the enjoyment of Residents of the Association and their authorized guests. A Resident host *must* accompany guests. The following rules are to be observed when in the pool area.

- A. Pool hours of operation are as follows:
  1. 8:00 a.m. – 8:00 p.m. November through May
  2. 8:00 a.m. – 10:00 p.m. June through October
- B. The facilities shall not be used for profit-making activities.
- C. All persons using the pools do so at their own risk; the Association assumes no responsibility for any accident or injury in connection with pool use or for any loss or damage to personal property. Since there is no lifeguard on duty, Residents are solely responsible for the actions of their family members, tenants, guests, visitors, or agents. Children under the age of fourteen (14) shall not use the pool without a parent or adult guardian in attendance.
- D. Running, pushing, shoving, or horseplay on or around the pool decks is prohibited. Skateboards, bicycles, tricycles, surf mats, surfboards or other large objects are not allowed inside the fenced-in pool areas.
- E. No food is allowed in the pool. Glass bottles and glass objects are not allowed in the pool areas.

- F. No alcohol is permitted in the pool area.
- G. Pets are prohibited from being in the swimming pool and pool areas. However, in order to accommodate the needs of disabled residents, service dogs, signal dogs or guide dogs, and assistive animals are allowed to be in the pool area but are not allowed in the pool because of State and County Health Ordinances.

Out of concern for the safety and well-being of the animals, all assistive animals are to be harnessed, leashed, or tethered in the pool area. A service dog, signal dog or guide dog that provides services to a disabled person, who is using the pool, may sit at the edge of the pool if the disabled resident provides a doctor's certificate to the Association substantiating the necessity of the animal's presence at the edge of the pool to accommodate the resident's disability and that the animal will be able to provide the necessary accommodation to the resident using the pool.

Nonetheless, the Board will consider any requests for a reasonable accommodation or modification of these policies, on a case-by-case basis, upon receipt of a physician's certificate of disability specifying that, because of the resident's disability, the assistive animal must be allowed in the immediate pool area.

- H. Any damage to equipment or furnishings in the pool areas shall be promptly reported to Management.
- I. Unduly loud and disturbing noise, including loud radios, is not permitted.
- J. Persons who are incontinent or not yet toilet trained must wear diapers with leak proof rubber pants or swim diapers when in the pool. Persons who have had diarrhea in the previous two (2) weeks should refrain from using the pool due to health risks.
- K. Aquatic games are only permitted if there are no other swimmers.
- L. Toys, other than pool toys, are not permitted.
- M. Trash, papers, etc. must be placed into the proper containers.
- N. Smoking is NOT permitted within any pool areas.

## **XI. SMOKING RULES**

- A. Authority: Article II, Section 3, of the CC&Rs for the Association states in relevant part:

*No noxious or offensive activities (including but not limited to the outdoor repair of automobiles) shall be carried on upon the Property... No unit owner shall permit or cause anything to be done or kept upon the Property which will increase the rate of insurance thereon or will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises or commit or cause any immoral or illegal act to be committed thereon. Each unit owner shall comply with all the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.*

(Emphasis added.) The emphasized language above prohibits any noxious, hazardous, or harmful activity from occurring within the Common Areas, Restricted Common Areas, including, without limitation, all courtyards, drives, streets, walkways, and park areas (hereinafter, the “*Smoke Free Zones*”).

- B. There has been a steady and strong movement by California cities and the California Legislature to prohibit smoking in public, workplace, and multi-unit residential environments. The trend is based upon the recognition by various State and Federal governmental authorities and agencies that smoking and secondhand smoke (regardless of the amount) is inherently hazardous and injurious to health. Notably, the Chief of the California Division of Occupational Safety and Health (CAL OSHA), Dr. John Howard, MD, states that the problems posed by second-hand smoke are especially significant in multi-unit residential environments because the smoke can “move through light fixtures, ceiling crawl spaces, and into and out of doorways.” This puts occupants at risk for “irritant, allergic, acute and chronic cardiopulmonary and carcinogenic adverse health effects.”
- C. Based on the foregoing, the Board hereby declares that smoking and secondhand smoke is a hazard and a nuisance, and thus conduct which is prohibited by Article II, Section 3 of the Declaration. Accordingly, and based upon the rule-making authority conferred upon the Board pursuant to Article IV, Section 1(B), of the Declaration and California Civil Code section 4350, the Board hereby adopts and implements this “*No Smoking Policy*”.
- D. No Smoking. In order to engender a healthy and environmentally friendly atmosphere and to reduce the harmful effects of secondhand smoke that may be experienced by the residents within the Association’s community, there shall be no smoking whatsoever in the Smoke Free Zones. For purposes of this provision, “smoking” shall include, but is not limited to, the use of cigarettes, electronic cigarettes (i.e., “e-cigs” and other “vaping” equipment), pipes, cigars or other smoking products of any kind used for the purpose of inhaling smoke from tobacco, marijuana, or any other natural foreign or artificial substances. Smoking anywhere in the Smoke Free Zones shall subject the violating individual to penalties, including but not limited to the imposition of fines pursuant to the Association’s fine schedule as adopted and amended from time to time. However, notwithstanding the foregoing, and assuming the conduct does not rise to the level of a nuisance, this No Smoking Policy does not restrict a Resident from smoking within their Unit, and upon the exclusive use patios and balconies adjacent to said units.
- E. Rental/Leased Properties: Owners who rent their Units shall inform their tenants (“*Tenant*”) of the existence of this No Smoking Policy and shall incorporate same into the rental agreement between the Owner and the Tenant. The Owner shall be responsible for any violation of this No Smoking Policy caused by his or her family, guests, and Tenants. Upon notification of a violation of this No Smoking Policy, Owner shall be required to investigate the violation and shall take any and all action necessary to correct same.

## **XII. SOLICITATION**

Solicitation of any type including charities, door-to-door sales efforts, and canvassing, or any other type of solicitation is expressly prohibited in the Association. However, this prohibition does not attempt to limit any of the rights of assembly and non-commercial speech required under Civil Code section 4515.

### **XIII. LOUD AND DISTURBING NOISE**

Loud and disturbing noise by Residents, their family members, tenants, guests, visitors, or pets is not permitted within the Association.

Loud or disturbing noise from voices at functions, or from any electrical, mechanical, or other device capable of carrying volume intensity to unreasonably interfere with the peace and quiet of other persons is prohibited. Any violations should be reported to the management during normal working hours or reported directly to the City Police department if noise enforcement issues need to be addressed.

### **XIV. PETS**

- A. LIMITATIONS - No animals, livestock or poultry are permitted to be kept in any residence except for dogs, cats, fish, and birds inside bird cages within any residence with a limit of two per residence.
- B. CONTROL OF ANIMALS - Dogs and cats belonging to unit owners, residents, occupants, or guests within the property must be either kept secured within an enclosure, an enclosed patio, or on a leash being held by a person capable of controlling the animal.
- C. UNATTENDED ANIMALS - Should any dog or cat belonging to a unit owner be found unattended out of its enclosure or residence and not being held on a leash by a person capable of controlling the animal, such animal may be removed to a pound or animal shelter by an agent designed by the Board and/or Management.
- D. STRICT LIABILITY - Any unit owner shall be absolutely liable to each and all remaining residents, their families, and guests for any damage to a person or property caused by any pets brought or kept upon the community by an owner or by members of his family, guests, or invitees.
- E. CLEAN UP AFTER YOUR PET – Association Rules require that you pick up after your pet, including service or other assistance animals. Please carry necessary items when walking your pet so that you can remove any litter left in common area. *Disposal of pet waste must be in designated trash containers. Please be considerate in this matter. Violators shall be fined, with possible suspension of privileges. (See also, Orange County Municipal Code, Title 4, Division 1, Article 2, Sec. 4-1-50.)*
- F. LEASHES REQUIRED – Unleashed dogs are not permitted on greenbelts, streets, or other common areas. Dogs are not permitted to be tied up or otherwise left unattended, under any circumstances, in common areas including in front yards, at the pools.

### **XV. SPEED LIMIT**

The maximum speed of any vehicle used on Association streets is twenty-five miles per hour (25 MPH). All Owners, Residents, and their guests or invitees must ensure that they are operating their vehicles in a safe manner at all times.

### **XVI. HOLIDAY DECOR**

holiday décor and lights must be removed the week after any given holiday, with the exception that any décor put up in the month of December may be removed by January 15th of the new year.

## **XVII. LAUNDRY**

Laundry such as clothing, bedding, towels and/or rugs may not be hung on fences, gates, or decks.

## **XVIII. TRASH AND GARBAGE**

- A. No rubbish or debris of any kind shall be placed or permitted to be placed or accumulate on or adjacent to a Unit or the Common Area.
- B. All trash items must be placed in trash cans with lids and stored in the designated trash areas, garage, or patios only. They may not be stored in common areas.
- C. There is no trash or boxes to be left outside of the trash cans or next to them. The trash company will not pick up any items not in the trash cans or that are overflowing.
- D. Any furniture, mattresses, or large trash items are prohibited to be left in the common area or by the curb, unless the items have been scheduled with the trash company for pick-up. If a large item has been scheduled for pickup, they may not be permitted to be placed within the Common Areas (ex., curb) until the evening before the pickup is scheduled.
- E. Trash cans may be placed outside for pick-up no sooner than the evening before trash day and need to be stored out of view from common area no later than the evening of trash pick-up day.
- F. No personal items are permitted to be stored in the trash enclosures, as they are not for personal use.
- G. Where applicable, if your condominium building has a designated trash can area, the upstairs Units shall be provided with priority to store their trash containers within the gated trash bin areas. Downstairs Units shall store their trash containers within their garage and/or patio area when not in the designated pick-up area.

## **XIX. EXAMINING AND OBTAINING ASSOCIATION DOCUMENTS**

Homeowners have the right to examine and obtain copies of certain records of the Association for the current fiscal year and for each of the previous two fiscal years. Owner's request for documents must be in writing.

## **XX. ARCHITECTURAL GUIDELINES**

The Association is responsible for, among other things, preserving the architectural character and attractiveness of the Property, as defined in the Association's Governing Documents as they may have been periodically amended. Among other things, the Association is given the power to administer and enforce architectural and landscaping controls under the provisions of the Declaration. These Guidelines are intended to provide and/or supplement a framework by which the Association addresses these responsibilities and are designed to give Homeowner's guidance in designing proposed improvements and in preparing the package of plans and other documents for submission to the Architectural Committee ("ARC" or "Committee"), so that they can be reviewed on a timely basis and are more likely to be approved. For a complete set of the Architectural Guidelines, review the "Windwood Anaheim Condominium Architectural Guidelines," as may, from time to time, be amended.

## **XXI. ENFORCEMENT**

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

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

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

- B. VIOLATIONS OF CC&RS – Pursuant to Article XI, Section 1, of the CC&Rs, the Association has the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of the Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to enforcement thereof.
- C. NON-PAYMENT OF ASSESSMENT – Pursuant to Article VI, of the CC&Rs, the Association has the right to proceed to bring an action at law against a Homeowner for non-payment of assessments.
- D. FINES – Fines may be levied by action of the Board of Directors, after notice and hearing, in accordance with the fine schedule provided in Article XXIII of these Rules. Such fines shall become the personal obligation of the Owner (even though a tenant may be residing in the property and have incurred the fine) and shall be billed and collected in the same manner as special assessments, except that the Association may not record a lien with respect to any such fine imposed. However, the Association may collect any fines imposed through the filing of a legal action.
- E. CONTINUING FINES for CONTINUING VIOLATIONS - The Association's notice of hearing may provide that the Board will be considering imposition of the fine on a continuing daily, weekly, or monthly basis. If such a continuing fine is imposed by the Board after notice and hearing, the responsible Owner will be liable for the amount imposed for each day, week, or month the violation continues unabated. Homeowners subject to a continuing fine are responsible for notifying the Association promptly upon bringing their property into compliance so that the Association can re-inspect the property and stop the recurring fine once compliance is confirmed.

## **XXII. PROCESS FOR PLACING ITEMS ON MONTHLY BOARD MEETING AGENDA**

Owners may request that an item be placed on the monthly Board meeting agenda. The Owner must submit their request in writing to Management no later than the Monday of the week prior to the week when the Board meeting will be held. The item requested will be reviewed by the Board President, who will make the final determination as to whether or not it will appear on the agenda. Owners may attend the monthly

Board meetings and discuss any items in Open Session/Homeowner Forum.

### **XXIII. TYPES OF VIOLATIONS AND THEIR RELATED FINE SCHEDULES**

- A. Failure to comply with or violation of CC&Rs or Rules not specifically set forth below:
  - First offense Warning
  - Second offense \$50.00
  - Third offense, etc. \$100.00/possible suspension of privileges
  
- B. Failure to comply with Animal Control Rules and Regulations:
  - First offense \$50.00
  - Second offense, etc. \$100.00/possible suspension of privileges
  
- C. Any damage to Association property (including gate strikes):
  - First offense \$500.00 plus repair costs and/or legal action.
  - Second offense, etc. \$1,000.00 plus repair costs and/or legal action.
  
- D. Littering, disposal, trash, grass clippings, debris on or around common areas and facilities:
  - First offense \$50.00
  - Second offense \$100.00/possible suspension of privileges
  
- E. Trash containers put out earlier than 3:00 PM the day before scheduled pick up or left out later than 8:00 PM the day of scheduled pick up:
  - First offense Warning
  - Second offense \$50.00
  - Third offense, etc. \$100.00
  
- F. Illegal parking of autos by Resident or guest:
  - First Parking Violation Notice \$25.00
  - Second Parking Violation Notice \$100.00 + towing and towing costs
  
- G. Failure to abide by posted Association traffic signs (speeding, failure to stop):
  - First offense \$50.00
  - Second offense, etc. \$100.00 + possible suspension of privileges
  
- H. Illegal parking of boats, motor homes:
  - First offense Warning
  - Second offense \$50.00 + possible towing and towing costs
  
- I. Illegal parking causing emergency situation (blocking emergency vehicles, parking in red zone):
  - Any offense \$100 + towing and towing costs
  
- J. Use of motorcycles or other motor-driven vehicles in areas other than streets:
  - First offense \$50.00: Damage to Association property=\$500 + costs
  - Second offense, etc. \$100.00: Damage to Association property=\$500 + costs
  
- K. Failure to trim trees or shrubs with your patio at the direction of the Association:
  - First notice Warning
  - Second notice \$100.00
  - Third notice \$150.00/week and possible further legal action.

- L. Architectural Violations
  - Minor Modification \$100.00 per month
  - Major Modification \$200.00 per month

## **XXIV. SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

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

A. INTERNAL DISPUTE RESOLUTION: Either party to a dispute within the scope of Civil Code Section 5900-5920 may invoke the following procedure:

1. Either party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of the Association may refuse a request to meet and confer. The Association shall not refuse a request to meet and confer.
3. The Association’s Board of Directors shall designate at least one Director to meet and confer with the member.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
6. A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
  - (a) The agreement is not in conflict with the law or the Governing Documents of the Association.
  - (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
7. A Member of the Association may not be charged a fee to participate in the IDR process.

B. ALTERNATIVE DISPUTE RESOLUTION: Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits pursuant to California Civil Code Section 5965.

C. Please be advised that Civil Code Sections 5915 and 5965 could be subject to different interpretations. Each Homeowner should consult with his/her own attorney regarding appropriate compliance with the statute.



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

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

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

2. COMPLIANCE PROCEDURES: The ADR process is initiated by one party serving all other parties with a “Request for Resolution”, which shall include all of the following:
  - a) A brief description of the dispute between the parties.
  - b) A request for alternative dispute resolution.
  - c) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
  - d) If the party on whom the request is served is the Homeowner of a separate interest, a copy of the Civil Code Sections 5925-5965.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the Request.

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

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

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

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

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

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

Failure to file a certificate pursuant to Civil Code Section 5950 (a) is grounds for a demurrer or motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

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

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

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

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

4. **NO EFFECT ON VOLUNTARY PARTICIPATION IN ADR:** The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California Corporations Code Section 7110, *et seq.*, or the Davis-Stirling

Common Interest Development Act, Civil Code Section 4000, *et seq.* to some form of IDR/ADR, even if those disputes may be technically outside of the IDR/ADR statutes.

## **XXV. FLAGS, BANNERS, SIGNS AND POSTERS.**

Residents must satisfy the following requirements when constructing, installing and maintaining flags, banners, signs and posters within the boundaries of their separate interests.

### **A. U.S. Flag**

1. **Size.** Except as otherwise provided by law, U.S. flags shall not exceed fifteen (15) square feet in size. Structure-attached flagpoles shall be no longer than six feet (6') in size.
2. **Materials.** The U.S. Flag must be made of fabric, cloth, or paper. No depiction or emblem of the U.S. Flag may be displayed if it is made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. Flag brackets shall be compatible with the color and scale of the residence to which it is attached
3. **Location.** Flags may be displayed from a structure attached flagpole without prior approval from the Architectural Committee. All free-standing flagpoles must be approved by the Architectural Committee and are subject to any State and Local laws governing the installation and maintenance thereof (e.g., setback requirements, etc.). Any flags that pose a health and/or safety risk for any reason are not permitted.

### **B. Noncommercial Flags, Banners, Signs and Posters**

1. **Size.**
  - i. *Signs and Posters.* Signs and posters shall not exceed nine (9) square feet in size.
  - ii. *Flags or banners.* Flags and banners shall not exceed fifteen (15) square feet in size. Structure-attached flagpoles shall be no longer than six feet (6') in size.
2. **Materials.** The noncommercial flags, banners, signs, and posters may be made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping, or decorative component. Flag brackets shall be compatible with the color and scale of the residence to which it is attached.
3. **Number.** Except as otherwise provided by law, residents shall not display more than one (1) noncommercial flag, banner, sign, or poster at any given time.
4. **Location.**
  - i. Flags, banners, signs, and posters may not be placed in locations that would create a health/safety concern (e.g., impedes or restricts sight lines for vehicular traffic), or which would otherwise violate Federal, State or Local laws.
  - ii. Flags may be displayed from a structure-attached flagpole without prior approval from the Architectural Committee. All free-standing flagpoles must be approved by

the Architectural Committee and are subject to any State and Local laws governing the installation and maintenance thereof (e.g., setback requirements, etc.).

5. **Political Flags, Banners, Signs and Posters.** As used herein, the term “political” shall mean and refer to flags, banners and signs relating to any of the following: (1) an election or legislative vote, including an election of a candidate to public office, (2) the initiative, referendum, or recall process, and (3) issues that are before a public commission, public board, or elected local body for a vote.
  - i. *Size.*
    - I. Signs and Posters. Signs and posters shall not exceed nine (9) square feet in size.
    - II. Flags or banners. Flags and banners shall not exceed fifteen (15) square feet in size. Structure-attached flagpoles shall be no longer than six feet (6’) in size.
  - ii. *Location.* Political flags, banners, signs and posters may not be placed in locations that would create a health/safety concern (e.g., impedes or restricts sight lines for vehicular traffic), or which would otherwise violate Federal, State or Local laws. Under no circumstances shall a political flag, banner or sign be installed or maintained on the Association’s Common Area without the prior written authorization of the Board of Directors.
  - iii. *Duration.* Unless further restricted by Local law, a resident may display political flags, banners, signs or posters no more than forty-five (45) days prior to the date of the election or vote to which the sign relates and no more than five (5) days following the date of the election or vote. Residents shall be solely responsible for any violation of Local law.
6. **Content-Based Restriction.** Residents are prohibited from displaying flags, banners and signs that contain foul or obscene language or gestures.

C. **Commercial Flags, Banners and Signs**

1. Residents are prohibited from displaying flags, banners and signs containing a commercial theme or message. For purposes of this provision, the phrase “commercial theme or message” shall include, but is not limited to, words or graphics that identify or promote any commercial product, good, service and/or enterprise.
2. *Real Estate Signs.* Notwithstanding the foregoing, Owners are permitted to display real estate signs contingent on the following requirements.
  - i. Owners are permitted to display two (2) signs indicating that the property is for sale or lease.
  - ii. The sign shall not be larger or taller than such signs commonly utilized for any similar purpose by a real estate company licensed to conduct business within California.
  - iii. The sign must be removed within fifteen (15) days of the close of escrow or execution of a lease agreement.
  - iv. No real estate signs may be placed on the Association’s Common Area unless expressly authorized by the Board of Directors.

- v. No real estate sign may be erected with a “post sign.” However, real estate signs may use a “stake” hold.

D. **Maintenance:**

1. Flags, banners, signs, and posters must be maintained in a neat, clean and attractive condition. Any flags, banners, signs, and posters falling into disrepair must be replaced, repaired, restored, or removed immediately.
2. Flagpoles must be removed when a flag is not displayed.
3. Proper etiquette shall be observed when displaying the United States flag.
4. Seasonal flags (i.e., flags displaying pictorial elements and/or words associated with a seasonal holiday event) shall not be installed for more than thirty (30) days prior to the holiday or event and must be removed within thirty (30) days thereafter.