



WELCOME PACKET

LAST UPDATED OCTOBER 15, 2021

INTRODUCTION

Welcome to Cowell Homeowners Association! Also known as CHOA, Walnut Country, or The Crossings, this hidden gem of a community is made up of 1,062 single-family homes in Concord, CA, located at the foothills of Mount Diablo, between Walnut Creek and Clayton.

Our community began in the mid-70s and is uniquely designed with many streets that dead-end in cul-de-sacs at the center of the HOA. These cul-de-sacs end along our one-mile Greenbelt paved walkway that does not cross any streets. This walkway runs between our East and West entrances and passes through our playgrounds, pools, tennis courts, and Clubhouse.

This Welcome Packet will contain important information regarding the Association, the common area facilities, Rules & Regulations, and HOA policies. We strongly recommend that you read through this document in full so new owners can better familiarize themselves with CHOA and its rules, policies, and procedures!

If at any point you ever have a question, concern, or are unsure of what to do, please do not hesitate to contact your General Manager! The GM works at the Business Office and is available by phone, email, or in person Monday through Friday from 9am to 5pm.

KEYS AND KEY FOBs

Several of CHOA's facilities require keys to enter:

Pools & Tennis Courts

All three CHOA pools, as well as all tennis and pickleball courts use the same electronic lock system that utilizes a "key fob" for entry. These key fobs are small, circular gray plastic devices that electronically unlock the gates when scanned at the key fob reader. The key fob is scanned by being placed against or near the key fob reader, located at each entrance gate. The key fob reader will beep when read, and the gate will unlock.

Each Key Fob has a string of numbers printed on the back. It is imperative that all owners write these numbers down for reference, as this is how your specific key is linked to your address. Without this information, we will be unable to troubleshoot any issues that may arise and you will need to be charged for a replacement key, if needed.

Replacement key fobs currently cost \$10 each. A third key fob can be purchased from the Business Office for \$50.

Dog Park

The dog park entrances use an old fashioned metal key. The key needs to be inserted into each gate handle and then turned in order to provide entry. Each dog park key is numbered and marked with a "Do Not Duplicate" stamp. This number is recorded and linked to your specific property.

Replacement or additional dog park keys currently cost \$25 each.

New owners will not be provided with HOA keys by default. Keys must be provided by the previous owner. Owners who are selling their unit **must** turn over **all** CHOA keys to the new owners. Non-residents are not permitted to keep keys to the CHOA facilities.

If you are a new owner and did not obtain any HOA keys from the previous owner, we would respectfully ask that you first reach out to the real estate agent to confirm that the previous owner did not have any HOA keys. This will help keep HOA assessments down (these keys come at a cost to the Association) as well as help us all embrace a mindset of sustainability and reuse.

If the previous owner is unreachable or did not have any CHOA keys, new owners may contact the General Manager for a replacement set of CHOA keys. The following keys will be provided upon request at no cost:

- Two key fobs for the pools and tennis/pickleball courts
- One dog park key

MODIFICATIONS TO YOUR PROPERTY

One of the most important parts of living in an HOA (and that likely has the most direct impact on homeowners) is the idea of architectural control. What that phrase means is the need for owners to obtain approval from the HOA for modifications that they want to make to their property. This is standard language in the CC&Rs across just about every HOA in the state of California. There is usually a section that requires owners to get approval from the “Architectural Committee” before they begin work on a modification or installation, and CHOA is no different. Article IX, Section 1 of the CHOA CC&Rs requires that owners get approval from the HOA before making a modification to the property.

The CHOA Architectural Committee is made up of 8 homeowners, who are all volunteers and donate hours of their free time every month to reviewing applications from homeowners and performing inspections throughout the community. These Committee members look at applications submitted by owners and determine if they comply with the HOA’s rules and conform to the current architectural and aesthetic standard that exists throughout the community.

At first this may seem like a potentially stressful addition to the process for owners who are already spending time organizing their projects. It is important to stress that the Architectural Committee doesn’t want to prevent owners from performing maintenance, upgrading components, or trying to make their property look better. At the same time, the Committee strives to ensure that certain modifications reflect the existing community aesthetic. This approval process helps ensure two things – that modifications being made are permitted by the HOA’s rules, and that they are in harmony with the surrounding area.

In reality, a huge majority of applications are approved – and most that are denied are typically just in need of minor tweaks or clarification. It is rare that a request for a modification is outright denied entirely, although it can happen for modifications which the Governing Documents do not permit, or the Committee does not feel fit with the community.

I want to make a modification – what next?

You will need to fill out an Architectural Application. This can be downloaded on the HOA website under “Documents and Forms” – alternatively, send the GM an email and we will get a PDF copy right back to you!

The biggest issue we usually see with this process is an application without sufficient information. It’s important to keep in mind that the people reviewing these applications are all homeowners here and volunteers. The primary focus when reviewing an application is “what will this project look like when completed?” The larger the project, the more info the HOA will need.

For example, if you want to expand your driveway and change the material from concrete to pavers, simply writing “expanding driveway” usually won’t suffice. It would be helpful to include a quick sketch with dimensions (nothing professional – you can just draw it by hand, so the HOA understands the intent) and then a picture of the pavers you would like to use. For most applications, a hand-drawn sketch made by the owner is more than adequate! And for large projects with contractors and vendors, the sketches you get with the proposal typically have all the info the Committee needs to make a decision.

Another example – if you want to re-do your front yard and add a large walkway from the curb to the door, a sketch of the walkway’s path, along with dimensions and materials, should be included. If replacing a fence, a plot plan with the approximate fence location, along with materials, colors, and dimensions should all be submitted with the application.

So please just keep this in mind – the more “visual” info you provide, the easier the application will be for the Committee to review and understand. If the Committee can’t picture what the owner is proposing to do, they will likely request additional information before it can be approved. The intent is never to delay your project – the HOA always appreciates owners wanting to improve their property! But an incomplete application cannot be approved, so when in doubt, the more info the better.

For 95%+ of all applications, a “professional” sketch or plan is not needed, so long as the owner can clearly convey what they want to do. Simple hand-drawn sketches or plot plans usually do the trick! It doesn’t have to be perfect – it just needs to help the Committee understand what is changing, what is going where, and how big it is.

Once the application is filled out, send it in to the GM at businessoffice@walnutcountry.com or drop it off through the mail slot at the Business Office. If it looks good, it will be put in front of the Committee for review at the next meeting. The Committee meets once a month on every 3rd Thursday at 6pm. If you are submitting an application, you are always encouraged to attend the meeting! That way you may answer any questions that the Committee might have when reviewing the application.

Are there any pre-approved modifications?

The CHOA Architectural Committee has recently spent a lot of time creating policies for modifications that are “pre-approved”. If something is pre-approved, you still need to submit an application, but the GM can approve it immediately.

The following modifications currently have pre-approval policies (click each link for more information):

- Exterior Paint
- Solar Panels
- Roof Replacement
- Above-Ground Hot Tubs & Spas
- Mailboxes

Please check the HOA website to obtain a copy of these policies, where you can find specific information on what brands, models, or types of components are pre-approved. **Important** – even though it’s pre-approved, owners still need to submit an application for most modifications!

Are there modifications that don’t require HOA approval?

Yes! Currently landscaping-related modifications do not require HOA approval. However, if landscaping is only a part of your application – for example, you are putting in plants but also a walkway – you still need to get approval. When in doubt, please reach out to the GM for clarification before you start any work.

Additionally, standard and customary mailboxes do not need HOA approval at this time. Please reference the Mailboxes policy on the HOA website for more information.

If you ever have any questions about the architectural process, please reach out to the GM for clarification or assistance.

When will my application be reviewed?

The Architectural Committee meets once per month, on the third Thursday. Applications must be submitted no less than three business days before the meeting. Additionally, these applications must be complete. If an incomplete application is submitted, it will likely not be included on the agenda of that meeting for review.

Owners are usually notified of the results of the meeting on the following Friday.

What happens if my application is denied?

You can appeal the Committee's decision to the Board. You will need to submit a statement of appeal in writing to the General Manager, which will be included along with the original application for the Board to review at their next regularly scheduled meeting. The Board's decision is final and cannot be appealed further.

RENTAL PROCEDURES

The Association's CC&Rs have a restriction on the maximum number of houses that may be rented within the community – currently set at 25%, or 265 homes. The CC&Rs also require that all homeowners obtain approval from the Association prior to renting out your house.

Your Board of Directors has put in place a simple process that owners may follow when wishing to rent out their unit. Please review the steps below and contact the General Manager at 925-687-9961 or by email at businessoffice@walnutcountry.com if you have any questions or need assistance.

What to do before you rent out your house

1. **Prior** to advertising your house as for rent or agreeing to a lease with a prospective tenant, fill out the *Rental Application* form and submit it to businessoffice@walnutcountry.com or drop it off through the mail slot at the Business Office located at 4498 Lawson Court.
2. The Board of Directors will review your application at their next regularly scheduled Board meeting – currently held on the fourth Thursday of every month (November and December's meetings are combined and held at the beginning of December).
3. If approved, you will receive confirmation from the General Manager no more than 10 days following the Board meeting. If denied, owners may request an appeal at the next regularly scheduled meeting and present his or her case in writing or in person.

What to do once approved to rent out your house

1. When you have a tenant lined up and a lease agreement signed, fill out the *Tenant Information & Key Deposit Form* and submit it to the General Manager via email at businessoffice@walnutcountry.com or drop it through the mail slot at the Business Office.
2. This form is extremely important as owners can update their mailing address to ensure that all Association correspondence (including bills, ballots, violation letters, etc) are all going to the correct location.
3. Please note that your tenants will require keys to access common area facilities such as the pools, tennis courts, and dog park. **Owners who already have a set of keys should provide these keys to the new tenants.** The CC&Rs do not permit both an owner *and* a tenant to access and utilize the common areas. If you are renting out your unit, only your tenant may use the pools, tennis courts, and other common area facilities.
4. If tenants are not provided with any keys by the owner, they will need to purchase replacements from the Association.
 - a. Key fobs (which open the pools and tennis courts) can be purchased for \$10 each
 - b. The key fob entry system does not allow for both the owner and tenant to have active keys in the system concurrently.
 - i. This means that if you as an owner have key fobs which you do not give to your tenant, and the tenant purchases new key fobs, **the key fobs belonging to the owner will be deactivated permanently.** In summary, it is easiest for all involved if owners give all keys over to the tenants once the lease has been signed.

- c. The dog park key requires a \$100 deposit for any tenant, which will be cashed and then refunded back to the tenant once the key has been returned following the end of the lease.

What to do if a current tenant is moving out

If your tenant is moving out and a new tenant is moving in, you do not need to obtain approval from the HOA again to rent out your unit.

However, you do need to fill out a new Tenant Information & Key Deposit Form to ensure that all of your information is up to date. This will also allow incoming tenants to purchase replacement keys, if needed.

If your tenant is moving out and you, the owner, plan to move back in, please send an email to businessoffice@walnutcountry.com letting the Association know so that your mailing address may be updated and the rental restriction information updated accordingly.

How do I get my deposit back?

If you paid a deposit for a replacement key, simply fill out the Key Deposit Refund Request Form and submit it to the Business Office along with any keys that required a deposit. These can be dropped through the mail slot 24/7 and the General Manager will confirm receipt, usually on the following business day. Once approved and processed, a check in the original deposit amount will be mailed to the address indicated on the form. Please allow 2-3 weeks for processing and mailing.

Here are some Frequently Asked Questions related to the Association's Rental Procedures:

What considerations are made when the Board is reviewing my rental application? Can it be denied?

- While extremely rare, the Board does have the right to deny an owner's request to rent. However, there should be a particularly strong or egregious reason for denial. One example might be that an individual owns multiple units in the Association, one of which is already rented. If that rented unit is consistently problematic – complaints from neighbors, a significant number of violations, etc – then the Board may deny the owner's request to rent out an additional unit. Another example might be an owner who is significantly behind in payment of Assessments, or has multiple outstanding violations. This decision is made at the Board's discretion, but in general there should be a legitimate, tangible reason for denial, similar to the examples listed above.

What if I am already renting out my unit but never got approval from the Association?

- In this case, you will still need to fill out the Rental Application form and submit it to the Association for approval, since the CC&Rs require this process.

If I am currently renting my unit but have a new tenant or lease starting soon, do I need to get HOA approval again?

- **No.** You only need HOA approval once, when asking to rent out your unit for the very first time. Once you have HOA approval, you do not need to obtain it again if you have a change in tenants, the lease agreement, etc. You should fill out a new *Tenant Information & Key Deposit Form* each time you have a new tenant, to ensure that all contact information is up to date.

Do I need to obtain HOA approval if I am just going to be renting out my unit for less than a year?

- Yes, the CC&Rs require all owners who wish to rent out their unit – even if for a shorter timeframe – to obtain approval from the Association beforehand.

What if I get approval to rent out my unit but end up changing my mind, or rescheduling the start date of my lease?

- Depending on the length of the delay, you may be required to resubmit for approval closer to the actual date you intend to lease your unit. Please send an email to the GM at businessoffice@walnutcountry.com if your anticipated lease start date has changed or if you have obtained approval to rent but are no longer going through with leasing the unit for whatever reason.

What if I want to rent out my unit but the Association has already reached its 25% rental limit?

- In the event that the HOA has reached its limit for units permitted to be rented out, a waiting list will be created and maintained. Owners approved to rent their unit will be added to the waiting list, ordered by date of approval. Once we have received confirmation that a unit is no longer being rented, owners on the waiting list will be notified that they may begin renting their unit (in order of approval).

CHOA BADGES

Residents and their guests must display valid Photo ID Badges when using any of the recreation facilities including the Clubhouse, swimming pools, playgrounds, tennis or pickleball courts, basketball courts, all common areas, and the dog park. **Please note that this badge requirement is only in effect when the Clubhouse is open to residents.**

Photo ID Badges

Badges may be purchased at the Clubhouse. Proof of residence is required to purchase photo ID badges. Badges are required for all residents over four years old. Badges are to be prominently displayed by residents and their guests when using the facilities and common areas. Badges may be worn on clothing, bags, towels or other items, but should be clearly visible. The price of new and replacement badges is subject to change. Homeowners need to be in “good standing” in order to use the facilities and common areas, and to purchase photo ID badges.

Guest Badges

Each resident household may purchase a maximum of five guest badges. Guest badges will be numbered to identify the member hosting them. Guests may not use the facilities or common area unless accompanied by a resident. Residents are always responsible for the actions of their guests. Homeowners in good standing may purchase up to fifteen one-day guest badges. These one-day guest passes need to be purchased in advance from the Clubhouse.

VIOLATIONS & INSPECTIONS

A major part of living in a Homeowners Association is being subject to the Governing Documents, including the CC&Rs and Rules & Regulations. Both of these documents detail the HOA's rules, restrictions, and property maintenance requirements.

HOA volunteers and employees perform regular inspections of the community to ensure that all residences are in compliance with the Governing Documents. Here are some of the most common violations typically seen by inspectors:

- Trash cans not put away after trash pickup day
- Weeds in landscaping
- Dying lawn or plant material (in a non-drought setting)
- Residence exteriors in need of repainting or touch-up
- Mailboxes in need of minor repairs or replacement

It is the responsibility of each owner to ensure that their lot is in compliance with the Governing Documents at all times. If a violation is noted, owners will receive a friendly reminder from the HOA indicating that a concern needs to be rectified. Typically, so long as owners are communicative and manage to address the issue in a reasonable amount of time, further action is not necessary.

If the issue remains uncorrected and the Association has not heard anything back from the owner, a follow up letter will be sent. Following that, the owner may be called to a hearing in front of the Board of Directors. The Board has the authority to, after a properly noticed hearing, assess a fine. If the issue is serious enough, the Board can also take legal action as a last resort to enforce the Association's Governing Documents.

It is important to understand that the Board and the Association would prefer if it didn't have to go through the timeline listed above – it is a lot of work for all involved and usually leaves a bad taste in everyone's mouths. If the owner is responsive and willing to correct the issue, the Association is usually willing to work with the parties involved and to be reasonable. Hearings are usually held only when no response is ever received from an owner, or progress is being made at an unreasonable speed.

COMMON AREA FACILITIES

The “Common Area” is all property owned and maintained by the HOA. Your monthly assessments directly cover the costs for maintenance and upkeep of all common area property and facilities.

Pools

CHOA has three pools available for use by its residents during the HOA swim season. The swim season is determined by the Board of Directors and may change from year to year.

At a minimum, all three pools are kept open between Labor Day and Memorial Day, from 7am to 8pm. Depending on the weather and owner demand, the Board may decide to open the pools in the early spring and keep them open into fall. The pool schedule is posted on the HOA website available for all owners to view.

The **Main Pool** is located between Oakbrook Ct and Lawson Ct. This pool is a competition-size and is rented to the local Walnut Country Stingrays Swim Team for their clinics, practices and meets. Depending on the particular Swim Team season, the Main Pool may be unavailable for residents during practices or meets. This information is always made available to residents ahead of time on the CHOA website.

The Association also has two smaller **Side Pools**, colloquially called the **West Pool** and the **East Pool**. The West Pool is located between Barberry Ct and Prairie Willow Ct. The East Pool is located between Canoe Birch Ct and Juneberry Ct. Both Side Pools typically share the same hours as the Main Pool, 7am to 8pm daily during the swim season.

Lifeguards are typically not on duty at the CHOA pools, so please ensure that children under the age of 14 have a parent or guardian supervising them at all times. Additionally, please reference the included *Rules & Regulations* document for all CHOA pool rules.

Tennis & Pickleball Courts

CHOA has several tennis and pickleball courts for owners and their guests to enjoy. There are a total of 7 tennis courts and 4 pickleball courts. These courts are open year-round for residents and their guests to enjoy, from 7am to 10pm daily.

Tennis courts 1-4 are usually referred to as the “**Upper Courts**”, and are the sets of lighted courts near the Main Pool along Oakbrook Ct. Tennis courts 5-7 are called the “**Lower Courts**”, and are located between Blueberry Ct and Smoke Tree Ct. At the east end of the Lower Courts are 4 pickleball courts for use.

Residents who form local USTA teams use these courts for weekly USTA practices and competitions. The most current USTA schedules are always posted at the bulletin boards at each tennis court, as well as the HOA website.

Residents are permitted to bring guests to the CHOA tennis and pickleball courts, but there are limitations and restrictions – please reference the included *Rules & Regulations* for more specific information.

Clubhouse & Gym

Located just south of the Main Pool is the CHOA Clubhouse, at 4465 S. Larwin Ave. The Clubhouse currently includes several pool tables, multiple arcade games, ping-pong tables, a take-a-book leave-a-book library, and a fireplace with multiple chairs and tables. The Clubhouse schedule varies, and when open, is available for residents to use free of charge. There is also a small gym inside the Clubhouse that residents may use during the normal Clubhouse hours. The gym includes a handful of treadmills, stationary cycles, and free weights.

The Clubhouse is also available for residents to rent for private events such as birthdays, graduation ceremonies, and anniversaries. The Clubhouse has a dining area, a bar and kitchen (if needed), a large number of chairs and tables, and a dancefloor. More information, including the procedures for renting out the Clubhouse, can be found on the CHOA website.

Business Office

The Business Office is located across the street from the Clubhouse, at 4498 Lawson Court. This building was the old sales office for the builders and their sales team back in the mid-70s. Currently, this is the General Manager's office, with business hours from 9am to 5pm, Monday through Friday. Residents may also contact the Business Office by phone at 925-687-9961.

Playgrounds

CHOA is home to two playgrounds for children and residents to use. The Main Playground found in the center of the community offers two playground structures, one for 2-5 year olds and the other for 5 and older. This playground offers a sand floor throughout most of the play area along with a swing set and monkey bars. Two picnic tables and some BBQs are just outside of the playground.

The community's other playground is the East Playground. This playground features a single, smaller play structure and uses wood chips for its landing base material.

Firehouse

At the end of Prairie Willow Ct there is a large, white two-story building. In 1908, the Cowell Portland Cement Company built a cement plant where CHOA currently stands, and along with this, a post office, some boarding houses, a company store, and a firehouse. What you see at the end of Prairie Willow Ct is the original Firehouse that was built sometime after 1908. This building is now owned by CHOA and is currently being used for storage.



Dog Park

At the east end of the community, near Kenneth Rd and Ayers Rd, is a CHOA dog park. This dog park is made up of a large dog park at the south end, and a small dog park at the north end. The dog park is typically open year-round and is available to all residents for use.

Water Tanks & Wells

Walnut Country features two water tanks that provide water and its pressure to hydrate the acres of landscape that keep our community so beautiful throughout the year. One tank is located near the Lower Tennis courts, called the “Central Tank”; the other is located along S. Larwin Ave, between Stone Canyon Ct and River Ash Ct. This is commonly referred to as the “South Slope Tank”.

Each water tank is filled through a combination of district water and well water. CHOA has two wells next to each water tank. The central well is about 300 feet deep, and the south slope well along S. Larwin Ave is about 200 feet deep. A pump continuously draws water up into the tank, where it is stored until needed for irrigation.

Water is released for irrigation during most evenings, when irrigation timers call for water. The demand for water is much greater than the volume of water that can be supplied by the underground pump; thus, Water District water must be pulled into the tank, during the night, to supplement water being released from the tank. A booster pump ensures proper water pressure for the irrigation system.

At times, the tank may not be fully filled. As such, the redwood boards near the top dry up a bit. Then, when the tank is filled, the top of the tank will “weep” in ways that make it appear like the tank is leaking. In fact, the redwood boards are expanding and sealing. The temporary loss of water during this process is of no concern.

HOA COMMUNICATION

CHOA has several methods of communicating with its residents. Additionally, the HOA has a full-time onsite General Manager who is available to answer any questions or address concerns that residents may have.

Business Office

If you have a question or concern and would like to speak with the General Manager, you can reach out by phone at 925-687-9961 or email at businessoffice@walnutcountry.com, Monday through Friday, 9am to 5pm.

CHOA Website

The HOA's website is located at www.walnutcountry.com. You do not need a login or any kind of account to be able to view the information on this website.

The website is maintained by the General Manager and is meant to be a repository of all Association information, including all of the Association's Governing Documents, meeting minutes, policies, and applications/forms. This website will also include news updates, facility information and hours, and schedules for Board and Committee meetings.

We recommend that all owners bookmark this web page and reference it if you ever have a question related to the HOA. Odds are you will find an answer to any question you might have at the CHOA website!

e-Signal

The *e-Signal* is what CHOA calls its email notification system (also known as an email blast or newsletter). Pertinent updates (such as facility hour changes or closings, for example) are usually first sent to residents via *e-Signal*.

Please note that new residents are **not** automatically signed up for this system. Residents must take action to sign up, which can be done one of three ways:

1. Sign up at the bottom of the HOA website at www.walnutcountry.com
2. Text "WALNUTCOUNTRY" to 22828 and provide your email address when prompted
3. Email the General Manager at businessoffice@walnutcountry.com and request to be added

The Signal

This is the HOA's monthly newsletter that is made available to all owners and residents. Historically a physical copy of this newsletter was delivered to each residence, but since March of 2020 it has been distributed online only. *The Signal* is usually sent out by the first week of the month. When ready to view, it is posted on the CHOA website and an *e-Signal* is also sent out, letting all residents know it is available for download.

Physical copies are also printed and stored in the plastic storage displays at the entrance to the Business Office.

USEFUL INFORMATION

Cowell HOA

Business Office	(925) 687-9961
Clubhouse	(925) 825-0250
Walnut Country Preschool.....	(925) 798-9686
Common Interest Management	(925) 743-3080

City of Concord

Abandoned Vehicles	(925) 671-3259
Auto Theft	(925) 671-3030
Building Division	(925) 671-3276
Building/Neighborhood Services	(925) 671-3370
City Hall	(925) 671-3000
Code Enforcement	(925) 671-3075
Community & Recreation Service.....	(925) 671-3279
Neighborhood Preservation	(925) 671-3282
Noise complaints	(925) 671-3333
Public Works Maintenance Services	(925) 671-3132
Streets & Sidewalks	(925) 671-3050
Streets Light Outages/Repair (24 hour hotline)	(925) 671-3213

Police & Security

Police (Non-Emergency)	(925) 671-3200
HOA Security Patrol.....	(877) 900-1110
Fire Protection District	(925) 941-3330

Local Utilities

AT&T	(800) 310-2355
Comcast.....	(800) Comcast
Concord Disposal.....	(925) 682-9113
Contra Costa Water District	(925) 688-8000
Direct TV	(855) 877-3473
PG&E	(800) 743-5000
Wave (Astound).....	(800) 427-8686

Local Schools

Mt. Diablo Unified School District	(925) 682-8000
Cal State East Bay.....	(925) 602-6700
Diablo Valley College.....	(925) 685-1230

Communication

Walnut Country Website	www.walnutcountry.com
Business Office/General Manager	businessoffice@walnutcountry.com
Common Interest Customer Service	customerservice@commoninterest.com
Common Interest Accounting.....	accounting@commoninterest.com

FREQUENTLY ASKED QUESTIONS

WHAT IS A HOMEOWNER ASSOCIATION?

A Homeowner Association is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. The Association's purpose is to maintain all common areas and to make the community an enjoyable place to live.

WHAT ARE THE CC&Rs?

The Declaration of Covenants, Conditions and Restrictions, commonly referred to as the CC&Rs, are the guidelines established to enhance and protect the value of the community. This document is filed with the County Recorder's office and is shown as a restriction on each owner's grant deed, so all owners are legally required to comply with the provisions contained therein. CC&Rs usually cannot be changed without a specified majority vote, and any authorized changes become amendments which are recorded with the County Recorder's office. Failure to abide by the CC&Rs can result in a fine, if the Board of Directors determines a violation has occurred. **You should carefully review the CC&Rs for your community.**

WHAT ARE THE BYLAWS?

The Bylaws are the adopted guidelines and rules established for the operation of the Homeowner's Association. These Bylaws aid in the election of the Board of Directors, define duties and responsibilities of the Board of Directors and Officers and set other specifics, which are necessary to properly operate the Association. **You should carefully review the Association's Bylaws.**

WHAT IS THE BOARD OF DIRECTORS?

The Homeowner Association is a corporation by law and, therefore, a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the Association. The affairs of the Association are managed by the Board of Directors. These Directors create the rules and regulations for enforcement within the community, oversee budgeting and expenditure of funds, and work with the managing agent in maintaining Association common areas.

The Board of Directors usually organizes several committees to aid the community in decision making. Examples include Rules Committees, Architectural and Landscaping Committees and Nominating and Election Committees.

WHAT ARE DEFINED AS COMMON AREAS?

The Common Areas are the areas that the Association owns and is responsible for maintaining as defined in the CC&Rs.

WHO SERVES ON THE BOARD OF DIRECTORS?

The initial Board of Directors is usually comprised of Developer representatives in order to protect the owner holding the majority ownership of the project. At the first Members Meeting, the homeowners will elect at least one owner representative to the Board of Directors. Once all homes are sold in a community, the Board of Directors is made up entirely of homeowners who volunteer to serve and are elected for specific terms as provided in the Bylaws.

WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?

The Bylaws state the minimum frequency of Board meetings, although the Board of Directors may choose to meet more often if needed. Board meetings are open to all homeowners; however, the Board of Directors has the right to limit participation by individual homeowners.

WHAT IS MY ASSESSMENT?

The assessment is the monthly installment of the annual assessment amount due from each owner. This assessment is used to operate and maintain the property that is commonly owned or controlled by the Association. The annual assessment is based upon the estimated expenses required to operate the Association and maintain the common areas and facilities.

HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?

The Bureau of Real Estate requires proforma operating budgets to be submitted by the developer for the first year's operation of the Association. The budgets are reviewed by the Bureau of Real Estate, utilizing their guideline figures for all common areas and facilities which are the responsibility of the Association. Subsequent budgets adopted by the Association are generally based upon these initial budgets. There are two basic areas in an Association's budget: the Operating account for items such as utilities, landscaping, gate maintenance, etc., and the Reserve account for replacement of components such as roofs, paving, etc. These amounts are difficult to predict accurately and even if accurately estimated initially, these amounts can increase with the age of facilities and with increased costs of living. The Management Company and the Board of Directors create the budget each year (after the initial developer budget) and distribute it to all homeowners annually.

WILL MY ASSESSMENT INCREASE?

Assessments may increase due to changes in the operations and cost increases for utilities and services. Your Board of Directors will prepare a new budget each year to reflect changes and cost increases or decreases. The Board of Directors must obtain the majority vote of the members to increase the budget more than 20% from the prior year's budget.

WHAT HAPPENS IF I DON'T PAY MY ASSESSMENT?

The CC&Rs state that homeowners who do not pay the monthly installment of the annual assessment will be subject to late charges of \$10.00 or 10% of the delinquent installment, whichever is greater, and interest and collection charges. The Association can also accelerate your installments and demand that the remaining balance of the annual assessment be paid in full.

If there is no payment from the homeowner, a lien can be filed which could eventually result in foreclosure of the home. All owners share the responsibility of assuring payment to the Association so that the property can be properly maintained. **Be sure to closely review the Association's current adopted Assessment Collection Policy.**

IF I'M BUYING THE HOME AND PLAN TO RENT, WHAT DO I NEED TO KNOW?

The monthly assessments are the responsibility of the homeowner, not the tenant. Screening of tenants before rental is very important, not only to the owner, but in consideration of other residents. Disturbances and disorderly conduct by tenants can result in a fine to the owner. Preservation of the community and harmony among residents is the ultimate goal of any Association. If a tenant violates these rights, the owner is expected to take the necessary measures to correct the situation. Each owner should be certain that the tenant(s) are familiar with the Association CC&Rs and Rules and Regulations.

Some Associations do not allow rentals or have closely monitored rental restrictions. Be sure to understand the policies of your Association before renting.

WHAT IF I WANT TO MAKE ADDITIONS OR EXTERIOR CHANGES TO MY PROPERTY?

The Association has Rules and Regulations concerning additions or changes to the exterior of any property. You should review the CC&Rs and the adopted Design Guidelines to determine the exact requirements which will need approval. **The Board of Directors or the Architectural Control Committee must approve all exterior changes. Applications and plans should be submitted to the Management Company.**

If an exterior change is made without approval, the owner may be required to remove the modification and be subject to enforcement proceedings. The owner is responsible for obtaining any necessary town, city, or county permits.

WHOM DO I CONTACT?

Common Area Concerns

Issues or complaints concerning common area maintenance or usage should be submitted through the Management Company. As the Homeowner's Association matures, committees may be set up to monitor complaints and aid in the timely correction of problem areas.

Difficulty with Neighbors

Sometimes difficulties with neighbors over parking, noise, animals or other issues may arise. While these issues are best resolved neighbor-to-neighbor, some complaints may be referred to the Management Company provided that they are in writing. The Management Company, in turn, may send a letter stating the alleged violation or disturbance and, through a hearing process with the Board of Directors, enforce a fine. At times the enforcement may necessitate the notification of local police.

Utility, Water, Gas, Fire, Crime

Depending upon the nature of the concern or emergency, contact the appropriate agency first. It is best to receive immediate service in the event of these types of problems or in the event of an emergency. Be sure to keep handy the emergency telephone numbers for your local companies and official agencies.

WHAT SERVICES DOES CIMS PROVIDE?

Following is a partial list of services provided by your Association's management company, Common Interest Management Services.

CONTRACT SERVICES

COMMUNITY MANAGER

- Board communication
- Correspondence
- Supervision and communication with vendors
- Invoice review and approval
- Assistance with annual budget preparation
- Annual review of insurance
- Board & annual meeting attendance
- Board meeting minutes and other Board meeting materials
- Assistance with writing & adopting rules
- Supervision of property upkeep & maintenance
- Regular property inspections
- Secure bids to maintain property
- Maintain the books & records of the Association
- Architectural control
- Newsletters

CUSTOMER SERVICE

- Assist owners, answer questions and direct concerns to appropriate personnel
- Financial mailings
- Special mailings
- File management
- Communications support
- Conference Room rental service
- Phone and correspondence logs
- Entry gate management
- Process incoming/outgoing mail
- Copy and distribute community mailings

ACCOUNTING

- Accounts payable
- Accounts receivable
- Collection of regular/special assessments
- Banking (operating & reserve funds)
- Delinquent account management
- Financial statements and delinquent reports
- Facilitate annual CPA report, tax returns and quarterly tax payments
- Title and refinance processing
- 1099 preparation

OPTIONAL SERVICES

SPECIAL MEETINGS

- Legal and litigation
- Additional site inspections
- Building and landscape acceptance
- Budgets
- Hearings
- In-house meetings with Board of Directors and owners
- Committees

OTHER

- Special mailings
- Research
- Web site management
- Ticketing and towing vehicles
- Document revision
- Issuing permits
- Litigation management
- Reconstruction management
- Inspection reports
- Emergency calls and after hours support
- Special projects

CIMS OBJECTIVES AND MANAGEMENT PHILOSOPHY

- To maintain and increase the economic value of the community
- To be considered the premier HOA Management Company in the industry
- To maintain our reputation as experts in our field
- To act as consultants to the Board of Directors in governance of the Association
- To help the Board of Directors preserve and enhance the community and to create a pleasing environment for owners and their guests
- To ensure strict financial controls and proper fiscal oversight
- To stay abreast of all legal statutes that impact the Association in order to keep the Board of Directors informed
- To help create a rewarding experience for Association volunteers



MANAGEMENT SERVICES

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www.commoninterest.com



RULES & REGULATIONS

LAST UPDATED APRIL 23, 2020

INTRODUCTION

The Cowell Homeowners Association (CHOA) Board of Directors has updated the rules, procedures, and general information provided in this booklet. We hope that this booklet will aid you in making Cowell Homeowners Association a great place to live.

Please review these rules with your family and retain them for future use and reference. We will not be reissuing the pool rules each season but will ask that you refer to your master rules as a refresher each season. These rules may be modified or supplemented from time to time by the Board of Directors and you will be notified of these changes.

Board of Directors meetings are typically held on the fourth Thursday of each month at 7:00 pm in the Business Office, 4498 Lawson Ct., Concord. Notices of all Board meetings, including cancellations are posted at the Business Office, 4 days in advance with the exception of Executive Sessions which are posted 48 hours in advance. Meetings are also announced in *The Signal* and the Walnut Country website, www.walnutcountry.com.

The Rules are not intended to replace any of the Association's governing documents (the Articles of Incorporation, Bylaws, and the CC&Rs). The Board of Directors encourage you to become familiar with the Governing Documents and refer to them for any specific information you may need.

The Annual Meeting of the Membership is held in September. The purpose of the annual meeting is for the Inspector(s) of Election to open ballots for Director Positions; and, in order to comply with an IRS ruling and to prevent federal taxation of Association funds, a resolution is voted on by the members.

FACILITY RULES & REGULATIONS

COMMON AREA RULES

The common areas include the main Clubhouse, north and south slopes, surrounding lawns, landscaping, swimming pools and cabanas, greenbelt area, tennis courts, handball court, playgrounds, basketball courts, Dog Park, firehouse, Smokestack Memorial, and Business Office.

Responsibility

Each Owner will be responsible for the consequences of the conduct of members of his or her household, guest and tenants.

Curfew

Curfew for all outdoor common areas and facilities is 10 p.m. to 5 a.m. year-round. The Cowell Homeowners Association contracts a security service to patrol the common areas that is authorized to enforce the curfew.

No Reserved Usage of the Greenbelt, Pools, or Tennis Courts

No group may reserve any area of the greenbelt or pool for a private function. Homeowners may use greenbelt areas for their private parties, block parties, or gatherings, but the area may not be reserved or set aside as unavailable to other residents and their guests. Homeowners will be subject to the maximum number of five guests per household; however they may purchase up to fifteen one-day guest badges. These one-day guest passes need to be purchased in advance from the Clubhouse.

To avoid interruption to your event, it is highly recommended that residents notify the Clubhouse staff prior to their event. Any event that includes play equipment (e.g. bouncy houses, laser tag, game trucks) must be pre-approved by the association (e.g. General Manager, Clubhouse staff) prior to the event date. The resident will be required to provide the appropriate certificate of insurance (COI) to General Manager in advance of the event. The Clubhouse staff monitors the common areas and will enforce all approved policies. Homeowners using the common areas for block parties must follow the common area rules and city ordinances regulations.

Organized Sports

Except for CHOA-sponsored activities, organized baseball, football, or other games of this type are not allowed on the common areas. Playing catch and informal games are allowed, but informal play with hard balls, such as hard golf balls or baseballs are not. For any allowable activity, every attempt must be made to protect the landscaped areas.

Dangerous Activities

Activities that might cause injury to persons or property, such as archery, golf, hardballs hit with a bat, golf club or like object, model rockets, and other conceivably dangerous activities are not allowed on the common areas.

Trees and Plantings

Climbing trees is strictly prohibited. Should a tree be damaged or killed by such an activity, the Homeowner responsible will be billed for a replacement or for the resulting tree work required. Residents are not authorized to plant, prune, adjust, or remove plantings on the common areas. Requests for landscape work should be directed to the General Manager.

Posted Signs

No posting of signs without prior approval from the General Manager or Clubhouse Supervisor are allowed in any of the common area.

Landscape Irrigation

Only the landscape maintenance company is to do work on the irrigation system. Problems with the irrigation system should be reported to the General Manager. Problems after 5 pm, on weekends and holidays, should be reported to the Association's after-hours emergency number (925-831-2312). Residents are not to call the landscape company directly or attempt to make adjustments themselves.

Bicycles, Skateboards, Scooters, etc.

Bikers, skaters, and anyone on a wheeled device are requested to go slowly on the pathways and to note that pedestrians always have the right of way according to California laws. Children under the age of 18 must wear a helmet. Bike ramps, informal raceways or ramps of any kind are not allowed to be built, used, or stored on the common areas. Skateboard ramps which may be used only on the Homeowners property as long as they are fully portable.

Bicycles, skateboards, and all wheeled devices are not allowed in the Clubhouse, inside the pool areas, or on any of the tennis courts. Skaters are restricted to greenbelt paths and city sidewalks. Wheeled devices may not roll over turf, plantings, or other landscaped areas.

Motorized Vehicles

Only the General Manager, lifeguard staff, private security officers, Landscape Company, or disabled persons using authorized vehicles may use motorized vehicles on the common area. No electric or gas-powered bicycles, scooters, etc., are allowed with the exception of the above.

No Alcohol Usage on the Common Area

The consumption of alcohol is prohibited on ALL common areas. Security, management and staff are authorized to check the identification of anyone possessing an alcoholic beverage on CHOA property. They may then take action as necessary to enforce the CHOA rules and applicable laws. This includes all CHOA swimming pools, playgrounds, and dog park and basketball & tennis courts. The exceptions are for certain contracted Clubhouse rentals and functions approved by the CHOA Board of Directors.

Glass Containers

Glass containers are prohibited on the common areas and all CHOA swimming pools.

Wirelessly-Controlled or Combustion Vehicles

Operation of noise producing, combustion, and/or wirelessly controlled vehicles is prohibited on the common areas. This would include, but not limited to any drone, helicopter, quad copter, car, airplane, or rocket.

PHOTO ID BADGES & KEYS

Residents and their guests must display valid Photo ID Badges when using any of the recreation facilities including the Clubhouse, swimming pools, playgrounds, tennis courts, basketball courts, all common areas, and the dog park.

Photo ID Badges

Badges may be purchased at the Clubhouse. Proof of residence is required to purchase photo ID badges. Badges are required for all residents over four years old. Badges are to be prominently displayed by residents and their guests when using the facilities and common areas. Badges may be worn on clothing, bags, towels or other items, but should be clearly visible. The price of new and replacement badges is subject to change. Homeowners need to be in “good standing” in order to use the facilities and common areas, and to purchase photo ID badges.

Guest Badges

Each resident household may purchase a maximum of five guest badges. Guest badges will be numbered to identify the member hosting them. Guests may not use the facilities or common area unless accompanied by a resident. Residents are always responsible for the actions of their guests. Homeowners in good standing may purchase up to fifteen one-day guest badges. These one-day guest passes need to be purchased in advance from the Clubhouse.

Keys for Facilities

There are separate keys for different facilities (e.g., swimming pools, tennis courts, Dog Park). These keys may be purchased at the Clubhouse. Only adult residents with proof of Walnut Country residency may purchase keys. The number of keys a resident may purchase is limited. Homeowners leasing or renting their homes must follow the key procedures outlined in the CHOA lease agreement. In the future, CHOA Board of Directors may approve replacing keys with security cards/fobs; however the same restrictions will be applied.

TENNIS COURTS

All persons using the tennis courts do so at their own risk and responsibility. The tennis courts are to be used exclusively for tennis related activities.

Each resident using the tennis courts must have a CHOA ID badge at all times, and be willing to present their badge to all management, employees, the CHOA Tennis pro, and security company for residency verification. The cost to repair any property damage caused by a resident or guest will be charged to the responsible Homeowner.

Guests

Each resident may extend the use of the tennis courts to no more than three guests at one time, and the sponsoring resident must be present on the court.

Attire

Non-marking tennis shoes must be worn at all times on the courts. Residents and their guests are encouraged to wear tennis attire that will not be offensive to other players and their guests.

Limitation of Play and Other Rules

Only the Clubhouse Supervisor, CHOA Tennis Pro, or Captains of the Walnut Country-sanctioned United States’ Tennis Association (USTA) tennis teams may reserve court times. Announcements for scheduled tournaments or other reserved events should be posted at least one week prior to the event. Only the CHOA Tennis Pro or Clubhouse Supervisor may schedule tournaments. Notice of tournaments or league matches are to be posted at least one week prior to the tournament to alert other players and residents that the courts are reserved.

One player may not hold an open court if two or more people are waiting. The area inside the fence is restricted to players only. Waiting players and spectators of all ages should remain outside the

fenced area. All sessions are limited to one hour if others are waiting to play. If no one is waiting for the court, players may continue beyond the one-hour limit until the next court occupants arrive, at which time the court must be vacated.

Loud talking, shouting, grunting, radios, abusive language, hitting balls against the fences, and other practices annoying to other players or other persons in the area are not permitted. Singles players are urged to invite waiting players to join them in a doubles game. No pets, food, beverages, glass, equipment, bicycles, wheeled vehicles, skates, skateboards, roller blades, or other objects that damage the court surface are allowed within the court areas. In addition, pickle ball is not allowed to be played on the court areas.

Gates should be opened only to enter the court area. Players should ensure that gates are closed and locked upon leaving. The curfew for the lighted tennis courts is 10 pm. Players are asked to turn off the lights when leaving lighted courts. Players may be asked to change courts by the tennis court cleaning service. The tennis courts are to be used for tennis play only.

Tennis Leagues

With the approval of the Board of Directors, CHOA residents may captain tennis leagues involving league matches with other non-Homeowner club teams. A maximum of only four teams per season are allowed. Teams must be approved and scheduled with the Tennis Pro and Recreation Manager. Notifications of these scheduled events are published throughout the various Association communication channels.

Residents interested in joining or starting a USTA league team should contact the Tennis Pro or Clubhouse Staff to receive regulations and rules. Disputes regarding team membership or participation may be taken to the Board of Directors.

Lessons

Residents or their guests are allowed to sign up for CHOA-contracted tennis lessons. The CHOA-contracted Tennis Pro is the only person authorized to give paid instruction on any tennis court. Dates and times of scheduled group lessons are to be printed in the Association newsletter (The Signal) to notify others of this activity.

SWIMMING POOLS

Pools Season Dates and Times

The pools are open seasonally. The Walnut Country Swim Team uses the main pool for both practices and meets and clinics. Dates and times for swim team meets, swim team practices, clinics hours and open swimming for Homeowners is published throughout the various Association communication channels.

Access to Pools

Gates to the pools are locked overnight during open seasons. When a gate is not locked and it is within the hours of normal operations, the pool is open to residents under the rules that follow. The Pool Manager, under the authority of the Board of Directors, schedules lifeguards, but lifeguards may or may not be present during normal hours of operations for various reasons, including that of inclement weather.

Pool Access

Access to pools is restricted to Association residents and their guests. When entering the pools, you must use your pool gate key and ensure that no one follows you in. If they wish to enter, they need to use their own keys for entering. Being "neighborly" by holding the door open increases the risk unacceptably for all. All residents and their guests must have valid CHOA ID badges when using pool facilities. If you do not have your badge, you will not be permitted to enter and may be asked to leave. There are no exceptions. When a lifeguard is present, residents must sign in on the pool sign-in sheet for themselves and other guests of their party. Pool gates must be closed and locked at all times. Climbing the fences is strictly prohibited.

Access to the main pool from the Clubhouse doors leading to the pool or the balcony is prohibited.

Youths less than the ages of 14, without a swimmer badge, are not allowed into pool areas unless there is a parent or responsible adult in attendance. Guests who are between 8 and 14 years of age, pass the swim test (see below), and have written authorization from their parent or guardian will be given a guest swimmer badge. This guest may accompany a resident who has a swimmer badge without a parent in attendance when a lifeguard is on duty. If a lifeguard is not present, residents are advised not to swim alone, but to use the buddy system.

Guests

Each resident may extend the use of the pool during normal operating hours only to no more than five guests per day. The sponsoring resident must be present the entire time their guests are in the pool area. If more than five guests are expected for a single day, an additional 15 passes may be purchased. Contact the Clubhouse for additional information. An adult resident must supervise guests less than the age of 14 unless they have taken the swim test and a lifeguard is on duty.

Guest Swimmer Badge: Guests who are between 8 and 14 years of age, who pass the swim test (see below), and have written permission from their parent or guardian will be given a guest swimmer badge; this guest may accompany a resident who has a swimmer badge without a parent in attendance when a lifeguard is on duty.

Swim Test for Residents and Guest Youth Swimmers

Lifeguards give swim tests to residents and guests between 8-14 years of age and whose parents are present. For safety reasons, swim tests will only be offered during a rest period. Youths who pass the swim test will be given a swimmer badge. The swim test includes:

- One lap of freestyle
- One lap of backstroke
- One minute of treading water
- One minute of floating on back

Swim Lessons

Fee based swim lessons in Association pools are to be given by authorized CHOA Staff members only. Swim lesson inquiries can be made at the clubhouse.

Lifeguards

Residents and their guests must be aware that they swim at their own risk at the pools. The Association employs certified lifeguards to be stationed at pools as available and as scheduled. Residents and their guests must follow instructions from the lifeguards enforcing rules. Residents and their guests should try to communicate with lifeguards only when absolutely necessary. Lifeguards have the discretion to stop any activity that interferes with the general enjoyment of the

pools. See the "Access to the Pools" section above for the rules about children requiring the presence of a lifeguard before using the pools.

All residents and their guests will be required to acknowledge the following lifeguard whistle procedures:

- short whistle = enforcement of rules
- short whistles = indicates a rest period
- long whistle = emergency situation and everyone to clear the pool

Rest Periods

With a lifeguard in attendance, youth swimmers under the age of 18 must exit the pool when the lifeguard announces a rest period. Rest periods last 15 minutes and occur hourly. During this period, youth swimmers are not allowed in the water or near the edge of the pool (staying at least three feet away). Infants under the age of four in the arms of parents or guardians are not required to leave the pool during these periods.

Rest periods are not applicable to the wading pool next to the main pool; however, as the next section explains, only children five years and younger who are actively supervised by an adult are allowed in the wading pool.

Main Pool Wading Pool Rules

The wading pool at the main swimming pool area is for the exclusive use of children five years and younger. Because lifeguards at the main pool are stationed so they can be primarily attentive to the main pool only, adults must be sitting on the edge of the wading pool or be within arm's length of any children they are with. There is no diving allowed. Flotation devices are allowed on children at the wading pool at the discretion of the lifeguard. These and other rules are posted near the pool and must be followed at all times. A rest period is not applicable to the wading pool.

Other Miscellaneous Pool Rules

The following rules are designed to promote the health, safety, and enjoyment of all residents and their guests when using the pools, and at the same time, to maintain the pools and Association facilities in the best possible condition. Please remember: No set of rules can substitute for good judgment and thoughtful consideration.

Adult residents are responsible for children in their care. An adult must be in attendance with all children less than eight years old at all times. Proper supervision requires the adult to be within arm's length of the child they are supervising. Adults are responsible for the toileting of children in their care. Infants and toddlers must wear swim diapers. Persons with an active infection, such as a cold, or with a skin disease or other communicative disease should not enter a pool. Do not let children place their arms, legs, or hair into any pool drain area. No running or horseplay in the pool areas. This includes diving, back flips, dunking, roughhousing, and pushing other people in the pool.

No unreasonable noise on the deck. This includes shrieking, screaming, and loud music. Lifeguards have the discretion to stop any activity that interferes with the general enjoyment of others at the pools. Portable radios are allowed in the pool area, but the volume must be kept at a reasonable level to avoid disturbing other pool users or nearby homes. Also, music must be in accordance with the Association's family nature and its limitations on profanity, on Association grounds. Lifeguards will enforce volume and suitability limits.

No profanity or abusive language. Flootation and support devices are allowed at the discretion of the lifeguard. Beach balls may be allowed at the discretion of the lifeguard. Swim attire is required for all of those in the pool. Street clothes may not be worn in the pool. County Health Ordinances do not allow animals or pets of any kind (including therapy dogs), with the exception of guide dogs, in the pool areas or in the pools.

Food and drink may be consumed on the deck area at least five feet from the pool's edge. No glass of any kind is permitted. No alcoholic beverages are allowed at any Association pools. Trash shall be disposed in trash receptacles provided at the pools. There is no smoking allowed in the swimming pool areas. No bikes, scooters, skateboards, or wheeled-vehicle are allowed inside the pool areas.

Bathrooms are to be kept clean by residents and their guests. Any problems with the bathroom should be reported to the lifeguard immediately. Only authorized personnel may adjust the pool equipment, temperature, and chemical levels. Lost and found items will be held at side pools, the main pool, or in the Clubhouse until the end of the pool season. All items may be disposed of after 30 days if not claimed.

CLUBHOUSE

Usage

The Clubhouse is open to all residents in good standing of the community. When checking out clubhouse equipment, residents will be required to use their Photo ID badges as a deposit.

Guests

Residents are allowed to bring up to five guests to the Clubhouse. Residents must accompany their guests when using the facilities and are responsible for their guest's actions.

Restrictions

Smoking is not allowed except in the designated smoking areas outside of the Clubhouse. No food or drink is allowed in the pool table/shuffleboard area. No alcoholic beverages are allowed in any area of the Clubhouse, with the exception of a rental event or CHOA sponsored event. Shirts and shoes must be worn at all times in all areas of the Clubhouse. No animals, except guide dogs and service dogs, are allowed in the Clubhouse.

No bicycles, skates, scooters, skateboards, and the like are to be used in or near the Clubhouse. Bike racks are available outside. Use of wheeled-vehicles are strictly prohibited on the steps that lead to the front of the Clubhouse, the paths that lead to the front of the clubhouse, or any areas adjacent to the Clubhouse. No entry is allowed for any person carrying a knife or other weapon with the exception of CHOA contracted Security Officers.

No betting or gambling of any kind is allowed at the Clubhouse with the exception of approved CHOA sponsored events. Swearing of any kind is prohibited. Equipment is not to be misused. Any problems with equipment should be reported immediately to Clubhouse staff. All equipment checked out must be returned prior to leaving the building. Residents must cooperate with the instructions of the Clubhouse staff. Verbal or physical harassment of the staff will not be tolerated. Abusive persons will be asked to vacate the premises, security officers will be summoned, and additional action may be taken including revoking CHOA privileges.

Pool Tables and Shuffleboard Table

Use of the pool tables or shuffleboard table is limited to persons 12 years and older. Use of the pool tables or shuffleboard table is limited to 30 minutes when other players are waiting. All equipment is checked out through the Clubhouse staff and must be returned to them when play is completed. Players are requested to report any faulty or damaged equipment. No sitting on the pool or shuffleboard tables. No food or drink is allowed on or around the pool or shuffleboard tables.

Exercise Room

The exercise room may only be used by people at least 14 years old. Before using the exercise room, persons must sign a liability waiver. A parent or guardian must sign a waiver for a member under 18 years of age. Not following this rule is considered a “Major offense” as defined under the Infractions & Penalties section of the Rules booklet. Residents may only bring one guest at a time to the exercise room. Exercise room users must check in and out through the Clubhouse office; this is necessary for your protection and safety. Residents should report any unsafe or non-working equipment to the Clubhouse office and ask that the equipment be given a sign to warn others.

BASKETBALL COURTS, PLAYGROUNDS, & PICNIC AREAS

Basketball Courts

Absolutely no alcohol or glass containers are allowed on or near the basketball courts. A maximum of five guests are allowed to play on the basketball courts for every resident displaying a valid photo ID badge. Each guest must also display a valid guest badge. Play is limited to 30 minutes when others are waiting. When multiple groups of different age groups are present, half court games are encouraged. Yelling or shouting profanities is prohibited and CHOA management or security personnel will eject the individuals involved with this behavior. Curfew is 10 pm.

Playgrounds

Absolutely no alcohol or glass containers are allowed on or near the playgrounds. Residents should be prepared to show their photo ID badges when using playgrounds. A maximum of five guests are allowed to use the playgrounds per resident household displaying a valid photo ID badge. Each guest must also display a valid guest badge. Use of equipment may be restricted to an age group. Residents and guests are asked to use their best judgment. Residents may not reserve any part of the playground or restrict the use of equipment by others. Curfew is 10 pm at all playgrounds.

Picnic Areas

Picnic tables and areas cannot be formally reserved in advance. Use of these facilities is on a first-come, first-serve basis. In order to ensure compliance with CHOA rules and regulations, residents are strongly encouraged to notify the Clubhouse staff prior to their private party or usage. This will eliminate disruption to the party or usage due to non-compliance.

At least one resident must be present at an event at all times and should have a valid photo ID badge. Residents are responsible for cleaning up after themselves and everyone in their party when they are finished with a picnic area. If at all possible, residents are asked to remove debris from the area, rather than fill trashcans to the brim.

PETS & THE DOG PARK

Pride of Homeownership

The common areas are designed for the enjoyment of Cowell Homeowner Association residents and to be play areas for the children of the community. Residents must be responsible for their pets and take whatever steps are necessary to assure that the common areas are not littered. In other words, residents must pick up after their animals. Violations will be subject to fines.

Leash Policy

A Contra Costa County leash law is in effect on the common areas. Dogs must be on a leash at all times on the common area, with the exception of the off-leash dog park at the east end of the development. No pets shall be allowed to run loose on the common areas. Violation of this policy may result in a fine, facility use termination, or other penalties.

Animal Control

Contra Costa County Animal Control officers are authorized to enter CHOA common areas to deal with dogs off leash or of concern to our residents for any other reason.

Dog Park at the East Entry

Only residents displaying valid photo ID badges and their dogs are allowed to use the dog park. A resident must accompany their guest who is also required to have a guest badge. Gates must be closed and locked except for entering and exiting. Residents should report any problems with gates or locks to the General Manager immediately. Only residents in Good Standing with CHOA are allowed to possess or use a key to the dog park. No aggressive animals are allowed at any time. Dogs displaying aggression against other dogs or people must be leashed and removed from the dog park immediately.

Dogs must be supervised at all times while in the Dog Park. All persons while using the dog park must have a leash in their hand. All dogs must be under voice command at all times. All dogs must be current on their shots and vaccinations. All dog feces must be removed immediately and placed in a trash receptacle. Dogs must not be allowed to dig holes or damage the turf. Containers of soil are found at the dog park to replace damaged turf and replace holes made by dogs. No team or organized sports are allowed in the dog park. Dog park hours are posted on the gate and also on the Walnut Country website: <http://www.walnutcountry.com>.

INFRACTIONS & PENALTIES

General Guidelines

The common areas and recreation facilities are, subject to the rules established for their use, available to all residents of CHOA who are in good standing. Homeowners and residents who are found to be not in good standing after notice & hearing before the Board of Directors as a result of assessment delinquencies, architectural, violations, or other board-imposed penalties are not eligible to use the facilities, common areas, or participate in CHOA-sponsored programs.

Minor Infractions

Minor infractions of the Rules are defined as violations, to include not cooperating with the instructions of CHOA staff. The first time such an infraction or offense occurs will generally result in a verbal warning. This will be followed by the offender being ejected or prohibited from using a particular facility for a period of time following a hearing before the Board, unless an immediate

ejection is warranted due to an unreasonable infringement of or threat to the safety or peaceful enjoyment of their homes or community facilities by residents. If the infraction or offense is deemed serious enough it may warrant a Board of Directors enforcement hearing. The Board of Directors may enforce penalties as deemed appropriate for the incident.

Major Infractions

Major infractions of CHOA rules include, but are not limited to; repeated failure to follow CHOA rules and regulations; intentional damage to CHOA property caused by residents or guest of resident; removing CHOA property without permission; and confrontations, either verbal or physical, with CHOA staff or private security employed in the Clubhouse, at the pools or in other common areas (CHOA staff is required to complete an incident report for all confrontations).

Major infractions also include, climbing fences or railings around pools or other facilities, entering pools or other CHOA facilities outside of designated operating hours, failing to cooperate as requested by a CHOA Staff during an organized CHOA event, and failing to properly supervise children or guests as they use CHOA facilities.

Committing a major infraction will result in the offender being ejected or prohibited from using the facilities. An incident report of the offense will be forwarded to the General Manager and then to the Board of Directors if appropriate. The Board of Directors may, at its discretion, schedule an enforcement hearing with the responsible Homeowner to consider such penalties per the CC&Rs and Rules, which may include fines up to \$100 and loss of common area usage privileges.

Financial Liability

Any Homeowner, resident, or their guest who damages or destroys CHOA property, including, but not limited to buildings, fixtures, and landscaping, is responsible for the cost of repairing the damage. Homeowners are financially responsible for the actions of their tenant's, guests and non-member residents of their homes.

FACILITIES USAGES, RESERVATIONS, & RENTALS

CHOA facilities are primarily for the use of residents of the Cowell Homeowners Association, Inc. Approved activities would include normally accepted recreation, social or cultural activities.

Rentals of the Clubhouse

Only residents of CHOA in Good Standing (that is, who are not delinquent in the payment of any sums owed to CHOA and who are not then in violation of the governing documents) may rent the Clubhouse for private functions. For detailed information on renting the facilities please contact the Clubhouse staff.

Community Groups

Community or civic groups wishing to use the Clubhouse or other facilities for meetings or activities must meet the criteria specified in the clubhouse rental policy document, and have a contact sponsor be a resident in good standing and present at all events for his or her group.

Organized Teams or Competitions

Residents may not individually organize or sponsor sports teams, leagues, or other activities to play or practice at CHOA facilities without the prior approval of the Board.

Greenbelt Area Use

Residents may use greenbelt areas and surrounding lawns for their private parties or gathering including block parties, but the area may not be reserved or set aside as unavailable to other residents and their guests. This area is available only on a first-come, first-serve basis.

Planned activities, (e.g., bouncy houses, game trucks, laser games, and food trucks) are allowed; however, a Certificate of Insurance (COI) is required from the Resident listing “Cowell Homeowner Association” as additional insured. This COI must be given to the General Manager at least 14 Business Days in advance of the planned event.

Residents may extend the use of the greenbelt area to no more than five guests. If more than five guests are expected, an additional 15 one-day passes may be purchased from the Clubhouse. The sponsoring resident must be present the entire time their guests are in the greenbelt area.

The consumption of alcohol is prohibited on the greenbelt except during CHOA sponsored events where CHOA contracted security is provided. Any member who damages or destroys CHOA property, including landscaping, is responsible for the cost of repairing the damage. Residents are financially responsible for the actions of their guests.

Profit-Making Activities

No part of the CHOA facilities shall be used, directly or indirectly, for any business, commercial, mercantile, vending, or other profit-making purpose without the Board of Directors’ approval.

Lessons or Classes

Lessons or classes handled by independent instructors and conducted using the CHOA facilities in any way will be governed by the following policies:

- The Board of Directors must approve instructors or teachers solicited or sponsored by a CHOA committee, and who will be reimbursed from revenues based on the number or participants and paid by the participants. Any such instructor must pay a fee back to CHOA, must carry their own insurance, and must pay their own payroll taxes. All such independent instructors must agree in writing to defend and indemnify the Cowell Homeowners Association from claims arising out of services they rendered on the common area. Each participant taking lessons or classes must sign a CHOA Liability Release.
- Instructors or teachers solicited by or sponsored by a CHOA committee or the Board of Directors, and who will be reimbursed a predetermined flat rate to teach a class or activity, would not be covered under this section. This situation or anything close to it will be considered employment and must be handled accordingly.
- Instructors or teachers may inquire directly to a committee or the Clubhouse Supervisor if they feel that they have something to offer the community.
- All advertising in 'The Signal' for instructors' classes will be coordinated through the Clubhouse Supervisor.
- No fee-based lessons of any kind, (e.g., swimming lessons or tennis lessons) may be given at CHOA facilities unless approved by the Board.

Other

Any one-time event or activity (with the exception of the Clubhouse rental) must be pre-approved by the Board of Directors.

ARCHITECTURAL GUIDELINES OVERVIEW

Architectural Authority

The Architectural Committee authorized and established by Article IX of the Association Covenants, Conventions, and Restrictions (CC&Rs), performs monthly inspections and is responsible for reviewing Homeowners external property changes in the development for approval or denial. This includes an exterior addition, a change or alteration on a property including, but not limited to paint, fencing, decking, roofing, and windows. Planting plans for the properties do not need Architectural Committee approval unless they include landscaping items other than the plants themselves, such as walkways, retaining walls, small fences, concrete accent borders, decking, etc. The Architectural Committee has formulated, and the Board of Directors has adopted, the following procedure for the approval process.

Procedure

Homeowners considering an addition, change, or alteration to their home must submit an Architectural Application to the Architectural Committee through the Business Office, 4498 Lawson Ct. This Committee meets once each month on a regularly scheduled date. All properly submitted requests will be reviewed at the next regularly scheduled meeting and a Committee decision rendered within 60 days of receipt of all necessary and requested information. Committee decisions will be provided in writing to the requesting party. If further information is needed by the Committee in order to make a decision, no final action will be taken on the request until the meeting following the receipt of requested information. Special meetings of this Committee will not be held to review requests. Architectural applications must be submitted to the Business Office at least three days prior to the meeting to be included on the agenda. No work should begin until the application has been approved. Failure to do so could result in any work having to be reversed or taken out and Homeowner could be subject to a violation notice.

The Architectural Committee has approved the use of specific materials and colors in specified circumstances and has allowed for an expedited review of applications using these materials and colors. Contact the General Manager at the Business Office for more details. The General Manager may approve the application of such materials and colors.

Homeowners must defend and indemnify the Association and hold it harmless with respect to any claims, losses, liability, etc. that may arise as a result of the performance or results of the alteration work.

Any changes made to your house or yard before submitting an Architectural Application will result in a violation notice being issued to the Homeowner, a hearing scheduled, and an initial Fine of \$50 may be added to your Homeowner's assessment account. Continued failure to submit an application may result in a \$100 fine every month until the application is received and approved.

The Homeowner shall be responsible for any damage to Cowell Homeowners Association Property that may arise as a result of the performance or results of the alteration work.

Reconsideration of Architectural Application Based on New Information

If a Homeowner believes there is new information that warrants reconsideration of a previous application rejection by the Architectural Committee, he/she may submit a new application to be

reconsidered. The application must state the prior submission date and must indicate what portion of the application contains new information.

Appeal

In the event the Architectural Committee denies an application or any part of the application, the applicant may appeal that decision to the Board of Directors. Notice of an appeal request must be in writing, submitted within 14 days of the application denial date, and must include all materials submitted to and received from the Architectural Committee. The Board of Directors shall consider the appeal at an open meeting; the notice of which shall be provided to the applicant at least three days before the meeting. A decision on the appeal shall be made and communicated to the applicant in writing not more than 60 days from the date of the appeal notice.

Application Decisions Shall Be In Writing

A decision by the Architectural Committee and/or the Board of Directors on an application to make external changes to property within the community shall be in writing and will explain the reason for denial of approval & procedure for seeking an appeal.

Failure to Comply With 60-Day Deadline for Architectural and Board of Directors Decisions

If the Architectural Committee or Board of Directors fails to provide an applicant with a written reply within 60 days of an application or an appeal, the application does not have to comply with architectural procedures contained in the CC&Rs and these rules. Nevertheless, all limitations on alterations of property contained in the CC&Rs must be complied with.

ARCHITECTURAL STANDARDS

SECTION 1 – THE DWELLING

Painting

All painted exterior surfaces must be maintained in good condition. All exterior home repainting plans must be submitted in writing to the Architectural Committee for approval. The Association has a paint book available for review at the Business Office. Combinations from this book using the colors shown are approved immediately once an application is submitted to the Business Office. The use of existing colors will also receive immediate approval, provided that they were the home's original colors.

All other requests will be reviewed at the next Committee meeting held after application submittal. Applications must provide all information requested and include color samples. Colors must be harmonious and complementary to surrounding structures and the development. The Architectural Committee has full authority to deny a color based on its assessment of incompatibility with houses in the development. When a painting request is provided to the Committee with the statement "base color", the committee understands that all stucco, siding, and any exposed concrete foundation will be included in this area.

There shall only be one base color and one or two trim colors. Concrete driveways and walkways shall remain unpainted. Stamped concrete, tinted concrete and pavers need Architectural Committee approval. Gutters must be painted to match the trim color of the house, and downspouts must be painted to match the color they rest against on the home (typically, the base color). Unpainted and unstained surfaces such as rock, brick, or fencing shall remain so. Any changes to this must be noted in the painting request and approved for change. All completed painting jobs must look professional, neat and clean.

Front Doors

Any new door must be in keeping with the style of the home, exterior paint colors, and the architectural character of the community. The addition of screen or security doors requires Architectural Committee approval.

Garage Doors

Garage doors must exactly match either the home's base or trim color and meet Architectural Committee requirements.

Garage doors, including new pre-painted doors are to be painted to match either the home's base color or trim color; the paint application should indicate the preferred option. The garage door is required to have only one color: either the exact same color as the house or the trim.

Windows and Shutters

Windows should be the same type and style all around the home. Decorative exterior shutters must be approved by the Architectural Committee and must fit the proportion of the windows.

Any change to existing shutter color needs Architectural approval. No window or wall type air conditioners or water coolers shall be used, erected, placed, or maintained on the outside of any residence. Burglar bars on windows or doors require Architectural Committee approval. Adding

tinted films to existing windows and glass doors must be submitted to the Architectural Committee for approval.

SECTION 2 – DWELLING ADDITIONS, ATTACHMENTS, & BALCONIES

House Additions

All changes, permanent or temporary, to the exterior of a dwelling unit are subject to review and approval by the Architectural Committee.

All applications must be submitted with a complete set of drawings for Committee review. As proposed, the size, scale, color, design, quality, and materials of the alteration (a house change or a front patio, attachment, and overhang or anything else) must be architecturally and aesthetically compatible with the home, the lot, and the community. As proposed, the structure's roof, gutters, downspouts, and splashguards must be functional and appropriate to mitigate water run-off and potential drainage impact on neighboring properties and common areas.

Only exterior materials compatible with the community's architectural design character will be approved. Requests for new window installation (e.g. bay windows or larger window size) will be reviewed for approval only after considering the impact to immediate neighboring homes. Plans shall be approved by the City of Concord in order to receive final approval.

Decks, Overhangs, Attachments, and Balconies

All new decks, balconies, attachments, and overhangs must be submitted for committee approval. Decks and patios are acceptable in the rear of the house that is not within five feet of all adjoining property lines. In the front of the house, decks and patios are not to extend past the farthest forward extension of the house. Attachments and overhangs must be no higher than a single story and may not be within five feet of adjoining property lines.

If a patio cover is being contemplated, only neutral tone colors will be considered. Second story balconies will be reviewed for approval only after considering the impact to immediate neighboring homes. Please see the other standards applicable in this Section; also, any material used must be compatible with the existing structure and submitted for Committee approval.

Other House Attachments

All other house attachments must be of a material compatible with the existing structure and meet the criteria set forth in this Section. Roofline gutters must be painted to match the trim of the house or if pre-colored vinyl gutters are used the trim must be painted to match the gutter. Wood stove piping must be painted to match the surface it is attached to. Roof vents and turbines must be painted to match the roof's color.

SECTION 3 – FREESTANDING STRUCTURES

All Freestanding Structures

Any freestanding structure visible from neighbors' properties, roadways, or common areas (examples include tool sheds, playhouses, swing sets) needs approval of the Architectural Committee. All building codes must be followed. Generally, such equipment must be placed in rear yards. All elements of the equipment must be within the Homeowner's lot boundaries. The impact to neighboring homes must be considered by the Committee.

Sheds that are visible from the Common Area or the streets that are taller than seven feet or are more than two feet above the top of the fence require Architectural approval. In addition, they must be in keeping with approved colors, match the house, and are well maintained. A well maintained shed includes, but is not limited to structurally sound, matched material and limited visibility from Common Area and streets.

Violation notices will be addressed for, but not limited to sheds that: are in poor condition and/or in need of new paint (such as peeling, cracking, fading, rusting, or falling apart), are made of mismatched materials, use colors not in keeping with Association approved colors or do not match the house, and are visible from Common Area and streets.

Fencing

Front, rear, and side yard fencing must be redwood or cedar. A stain of a natural wood color, transparent or semi-transparent, is allowed. Solid stains and paint are not allowed. Any changes to or replacement of fencing needs Architectural approval.

No galvanized or chain link fencing will be approved. Wrought iron or brick may be considered depending on its compatibility to surrounding structures. The maximum height of rear and side yard fencing shall be six feet. The Committee will consider fences higher than six feet on an individual basis depending on such things as surrounding lot levels.

All side and rear yard fencing will follow a good neighbor design. If only one side has finished materials, this must face the public side of the individual lot. Front side yard fences must allow for an 18-inch setback from the walkway. Front yard fencing may not be higher than 2.5 feet. Other fencing may be considered for approval if the design conforms to the community's architectural design.

Mailboxes

All mailboxes and posts must be maintained in excellent condition and be in keeping with the community's architecture.

Driveways

Any drive or parking area must be added with a curb cut so that the area is a completed and permanent addition. Runners or gravel drives may not be added in the front side yard to park a vehicle behind the side yard fence. Concrete driveways and walkways shall remain unpainted. Stamped concrete, tinted concrete, and pavers need Architectural approval. Excessively cracked driveways and driveways that have lifted two inches or more need to be replaced.

It is Association policy that in the front yard, the percentage of the hardscaped area (concrete or pavers), including the driveway and walkway, cannot exceed 50 percentage (50%) of the front yard.

Swimming Pools/In-ground And Portable Spas

All installations are subject to city codes and required permits. Any pool or spa installation is not permitted in the front yard.

SECTION 4 – ROOFING & ROOF MODIFICATIONS

Roofing

Detailed re-roofing information including the list of approved roofing materials is available at the Business Office. Wood shake is no longer allowed as a re-roofing material. Any and all changes to the existing shake roofing on the home must be submitted for approval. There are several types of roofing materials that have been approved for use. An Architectural application must be submitted prior to any work. A description of current house colors or those to be added in conjunction with the roof installation must accompany all requests for roof changes so that the Committee can determine the overall compatibility of the roof and home colors and materials.

Skylights

All skylights must include anodized framing to match the home's roofing. Skylights that are two-by-two feet or smaller may be white opaque in color. Any skylight larger than two-by-two feet must be clear, bronze, or smoked in color. It is Association policy that the small tubular skylights that have reflective pieces extending up into the glass be mounted on the house so that they are not visible from the street. The metal collar of the tubular skylights must be painted to match the roof.

Solar Panels

Energy conservation equipment is encouraged as long as it does not significantly detract from existing architectural design. Flat solar panels are preferred. High standing metal structures will only be permitted if there are no suitable alternative choices. Variances to solar panels may be issued depending on the location, at the discretion of the Architectural Committee.

Satellite Dishes

While it is not necessary to submit an Architectural Application prior to installing most satellite dishes, the following rules have been adopted. Satellite dishes of no more than one meter in diameter may be installed wherever signal reception of acceptable quality is best, unless there are concerns over safety. The satellite dish must be for the Homeowner or resident's personal use of the lot upon which it is installed. Installations should be planned so that the dish is as unobtrusive as possible from the front of the home. The satellite, wiring, and any other associated apparatus used to install the dish may not encroach on any portion of property that is not within the Homeowner's exclusive use and control. Unused dishes must be removed.

USE RESTRICTIONS OF LOTS AS STATED IN THE CC&RS

Article II, Section 1: No residence shall contain internal partitions and duplications of facilities, separate entrances or other incidents of a duplex or multiple family dwelling.

Article II, Section 2: All buildings erected or constructed on any Lot shall conform to the ordinances and statutes pertaining thereto.

Article II, Section 3: No building shall be located on any Lot near the front Lot line nor side street line, nor nearer to the side or rear yard line of such Lot than shall be permitted by the ordinances and regulations of the applicable governmental agency governing the same, nor in any event closer to the front and side yard lines then established by the original construction of such building. Yard set-back shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the front Lot line.

Article II, Section 5: No trailer, basement, tent, shack, garage, bar, or other out-building erected on any Lot described herein, including "granny units" or in-law quarters shall at any time be used as a residence, temporarily or permanently.

Article II, Section 8: No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or any Lot therein; excepting, however, one (1) sign for each Lot (with dimensions of not more than eighteen (18) inches by twenty-four (24) inches) advertising such Lot for sale or rent.

Civil Code Section 4710, Displaying of Noncommercial Signs or Flags: Display of Signs, Banners, Flags. Only the following types of signs, posters, banners, or flags shall be displayed to the public view from any portion of the Development:

- a) Signs required by legal proceedings;
- b) A noncommercial sign or poster no larger than nine (9) square feet in size or a noncommercial flag or banner no larger than fifteen (15) square feet in size, displayed upon a Lot or Dwelling, and limited to the fullest extent permitted by Civil Code section 4710, including:
- c) Political candidate and issue signs located on an Owner's Lot, provided such signs shall not be installed on a Lot more than thirty (30) days prior to the applicable election and must be removed the day after the applicable election,
- d) Garage sale signs located temporarily on an Owner's Lot on the day of the garage sale and to be removed within twenty-four (24) hours after the end of the garage sale;
- e) A single sign of customary and reasonable dimension and design, complying with the provisions of any applicable ordinance and the Architectural Rules, if any, and reasonably located on a Lot advertising a Lot for sale or rent;
- f) Other signs which by law cannot be prohibited;

- g) A flag of the United States, subject to any city or county restrictions as to size and as to time, place, and manner of display, as provided in Civil Code section 4705;
- h) A single identification sign which has been approved by the Board or the Architectural Committee located on a Lot identifying the number or address of the Lot and/or the names of the occupants;
- i) Signs approved by the Board as required for traffic control and regulation of streets or open areas within the Development; and
- j) Signs on the Common Area as approved by the Board for a purpose reasonably related to the affairs of the Association.
- k) For purposes of this section, a noncommercial sign, poster, flag or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component, or include the painting of architectural surfaces.

Article II, Section 13: Certain of the Lots located within the Development have been conveyed with easements over adjacent property or subject to easements for benefit of adjacent property or both.

- a) Allowable uses are restricted to landscaping (flowers, plants, lawn, sprinklers, hose bibs and so forth), swimming pool decking and use as a general recreation and garden area or any other use at ground level that will allow the Homeowner of the land (servient tenement) access to any underground construction and to the walls and roof of his or her home for maintenance and repair and further does not impede surface drainage in the area. All such improvements in the easement area must be submitted to the Architectural Committee for approval prior to installation.

PROPERTY MAINTENANCE STANDARDS

PROPERTY MAINTENANCE STANDARDS

All residents benefit from the planning and design that has been a part of our development. The intent of property maintenance standards is to assure Homeowners that the design quality will be maintained. This, in turn, protects property values and enhances the development's overall environment.

The Association enforces the required maintenance of individual properties as outlined in Article VI of the CC&Rs and the property maintenance standards listed here. The Architectural Committee is responsible for assisting with the enforcement of Article VI of the CC&Rs, which addresses maintenance of properties. If properties are not maintained properly, the Association has the power to fine the Homeowner, suspend the Homeowner's voting rights, and right to use common area facilities or commence legal action.

Dwellings

The exteriors of dwellings shall be maintained and painted as needed. Painting is required when there is evidence of fading, staining, chipping, cracking, flaking of paint, or wood is exposed. Prior to any exterior painting an Architectural Application must be submitted. See architectural guidelines under painting.

Appurtenances, including but not limited to decks, overhangs, lights, attic ventilators, gutters, and downspouts, must be properly maintained and promptly repaired.

Broken windows, screens, garage doors, and entry doors must be repaired or replaced within 30 days of breakage.

Property

All properties must be landscaped. Said landscaping of every kind and character including lawn, shrubs, trees, and plantings shall be trimmed, cultivated, weeded, and maintained continuously so as to provide a safe, clean, and groomed appearance and so as not to encroach on the sidewalk or street. Lawns should be maintained with a healthy appearance. In a declared drought emergency with mandatory water restrictions, lawns may be allowed to dry, but must still be kept free of weeds and neat. Patches of dirt within lawns are prohibited.

Artificial turf must be approved by the Architectural Committee. A list of approved brands in the Business Office, but a Homeowner may request approval for the brand of their choice. Rock beds must be kept free of weeds. Only one type/color of rock may be used in the same location. Architectural approval is needed for multiple types/colors of rock. Trees and shrubs that overhang public sidewalks or streets shall be trimmed so they are fully clear of the sidewalk, and to provide for full clearance. The minimum clearance shall be eight feet above the sidewalk and 12 feet above the street. Palm trees must be kept trimmed of all dead fronds. For further information, see detail at the Business Office.

Homeowners are responsible for the maintenance of the public sidewalks adjacent to their property.

Strips of land between fences and public walkways, and between the street and public walkways are the Homeowner's responsibility and shall be kept landscaped, neat, and weed free. Street corner cut out strips shall be kept landscaped and weed free. Street gutters shall be kept weed free. Fences, gates, sidewalks, driveways, mailboxes, storage sheds, and yard decorations shall be properly

maintained. All damage shall be properly repaired within 30 days unless otherwise authorized by the Architectural Committee.

Accumulation of rubbish, wood, etc. visible from other properties and the street shall not be allowed for more than seven days (next scheduled trash pickup). Rubbish shall be disposed of at the regular weekly trash pickup. Yard waste, garbage, and recycling containers must be stored out of sight in the garage or behind the fence, and should be visible only on trash collection days. Yard waste, garbage, and recycling containers may be put out the night before the scheduled trash collection day.

Holiday Decorations

Holiday decorations cannot be put up more than 30 days prior to the holiday and must be taken down within 30 days of the end of each holiday season.

Skateboard Ramps

Skateboard ramps may be used on the Homeowners property as long as they are fully portable. When not in active use, ramps must be stored out of sight from the street and common areas either in the garage or behind the fence.

Basketball Hoops

Basketball standards are defined as "freestanding", "portable basketball hoop systems", "hoops", "backboards", and "devices". Standards must be totally portable and not cemented and therefore not a permanent fixture on the property. Basketball standards affixed to home walls or roofs must be removable. Only one standard is allowed per house.

Appearance

Basketball standards must be maintained as intended by the manufacturer and kept in good repair. No base materials may show through. Brackets must not be missing, broken, or bent. Rust must not be evident anywhere on the standard. Nets must be installed and not frayed. Chain nets must not be rusted. Hoops must be as originally intended by the manufacturer and not bent.

Location

Basketball standards must not be placed in such a way that the base or backboard extends or overhangs the sidewalk edge of the Homeowner's property line. City of Concord Ordinance 4202 states:

Public Right-of-Way Obstructions

No person shall place anywhere upon any Public Street, way, or sidewalk any boxes, barrels, wood, or any other thing obstructing the free use or passage of such street, way, or sidewalk.

Considerations When Determining Location

All residents placing a portable standard should take into consideration the following factors with regard to the neighboring properties:

- The neighbor's view of the standard from its backside.
- Positioning the standard in a place that would cause the least amount of noise to the neighbors from rebounding balls hitting objects and causing crashing sounds.
- The neighbor's landscaping and potential damage to their landscape.
- The basketball standard should be placed in the least prominent position from the curb view of the home.

Non-Use

Basketball standards not being used must be stored out of sight.

Vehicular Parking, Repairs, and Storage

Article II, Section 9 of the CC&Rs states that trailer, boats, motor homes or other recreational vehicles, and non-operational vehicles (to include those improperly registered for operation) are not to be parked in the driveway, front yard, or in the street for more than 72 consecutive hours. This is pursuant to Concord Municipal Code Sections 10813, 3217 and California Vehicle Code Sections 22651 (k) and 22702. Additional information about storing vehicles that are unlicensed, unregistered, or non-operational is found on the city of Concord's website.

Automobiles, Motorcycles, Pickup Trucks, and Vans

Automobiles, motorcycles, pickup trucks and vans three-quarter ton capacity or less, which are fully operational and currently registered, are allowed to park in a paved driveway and other areas lawfully designated for parking, but are prohibited from parking in front yard areas between the street and any section of the front wall of a building. Vehicles may not be parked on gravel or dirt areas of the front yard or front side yard. (Ord. 620, 787, 1206, 1253, 86-14, 92-14).

Vehicles Being Repaired

Vehicles being repaired shall not be left in the driveway of a Lot for over 24 hours. No person shall construct, repair, grease, or dismantle any vehicle or any part thereof upon any public street. (Concord Municipal Code Section 3254).

Permanent Storage of Vehicles, Machines, Supplies, or Materials

Permanent storage of any vehicles, machines, supplies or materials that could degrade the health, safety, general welfare or aesthetics of any area is not allowed in the driveway or the front yard of any property (Concord Municipal Code Section 10813, Ord. 620,787,1206,1253, and 86-14).

RENTAL RESTRICTIONS

RESTRICTION ON PERCENTAGE OF RENTAL PROPERTIES, AUTHORITY, & PROCEDURES

CC&R Article 1. Section 14

- a) The respective residential lots shall not be rented or leased by the Homeowner thereof for transient or hotel purposes, which shall be defined as (1) rentals for any period less than six months; or (2) any rental if the occupants of the residential lot are provided, customary hotel services, such as room service for food and beverage, maid service and furnishing laundry and linen. Other than the foregoing obligations, the Homeowners of the respective lot shall have the right to lease their lots subject to the provisions contained in this Declaration and, in particular, this section 14.
- b) The right to lease a lot shall be restricted to a maximum of twenty-five percent (25%) of the lots in the development at any time.
- c) The right to lease a lot shall be granted in the order written applications are received by the Board. In the event the Board of Directors receives two or more applications on the same day, the right of an Homeowner to lease his or her lot within the 25% allowable under subsection (b) shall be determined by priority on the basis of record Homeownership date; and the Homeowner first in record Homeownership shall have the priority and right to lease his or her Lot over an Homeowner of subsequent recorded Homeownership; provided, however, that should an Homeowner of lower priority already be leasing, his or her Lot, an Homeowner prior in record Homeownership shall not have the right to supersede or supplant such current lease, but must await the next available vacancy within the allowable twenty-five percent (25%).
- d) The provisions of this Section 14 shall not be binding, upon any Homeowner of record title as of, or residence lot lease existing on, the recordation date of this amended Declaration.
- e) Any Homeowner shall have the right, on good cause evidenced in writing to the satisfaction of the Board of Directors, to lease his or her lot for a limited term subject to the provisions of subsection (a) of this Section 14, if such Homeowner represents that he or she shall return to the lot within a reasonable time and again take possession as resident Homeowner; and such limited lease shall be permitted by the Board of Directors without regard to the twenty-five percent (25%) maximum set forth in subsection (b) of this Section 14; provided, however, that the Board of Directors must have first approved of such lease in writing, as described in subsection (f) of this Section 14, in order to verify the representations made by the requesting Homeowner.
- f) Leasing procedures shall be as follows:
 - i. Each Homeowner shall have the right, upon written application (notice) delivered to the Secretary of the Association, to appear before the Board of Directors and request the right to lease his or her lot.
 - ii. The Board of Directors shall prepare a list of all Homeowners currently leasing their lots, which list shall include the Homeowner's name, mailing address, lot number or address, record date of Homeownership, and lease term; and such list shall be made available to all Homeowners upon request.
 - iii. The Board of Directors shall also prepare a "waiting list" of those Homeowners who have applied for approval to lease their lots, which list shall include the Homeowner's

name, mailing address, lot number, date of application and record date of Homeownership.

- iv. Any Homeowner desiring to lease his or her lot shall submit such application in writing to the Board of Directors, which application contain the following information: Homeowner's name, mailing address, lot number or address, and record Homeownership date; proposed lease term; identity of tenants intended; and any other information which the Board of Directors may reasonably require from time to time, by written notice to the Homeowners.
- v. Within thirty (30) days of receipt of such application to lease, the Board of Directors shall review such application, and approve or disapprove of the request in writing delivered to the requesting Homeowner, which, if the request is disapproved, shall specify the exact reason or reasons therefore.
- vi. If the lease requested is disapproved, the Homeowner concerned shall have the right of rehearing, upon written notice to the Board of Directors, at its next regular meeting, or as otherwise agreed upon between the parties. The Homeowner shall have the right to appear at the rehearing and present his or her case; and on termination of such rehearing, the Board of Directors shall deliver its written findings to the applying Homeowner within ten (10) days thereafter; and if the application is again disapproved, the Board of Directors shall specify the reasons for such disapproval.
- vii. The decision of the Board of Directors in approving or disapproving an application of Homeowner to lease his lot shall be absolute and binding, unless in clear violation of this Section 14.
- viii. Each Homeowner leasing a lot pursuant to this Section 14 shall be strictly responsible and liable to the Association for the actions of such Homeowner's tenants in or about all residence lots and the common area and for the tenant's compliance with the provisions of the governing documents.

Procedure for Securing Approval to Lease

Contact the Business Office to obtain a Facility Usage Transfer Form. The completed form, a copy of the proposed lease, and a \$25 fee must be submitted to the General Manager, to then obtain Board of Directors approval at the next regular meeting and within 30 days of the date of submission. If the application is denied or should it be necessary to add the lot to the waiting list, the Homeowner will be notified in writing within 10 days of the Board of Directors meeting date.

CC&R VIOLATIONS, HEARINGS, & PENALTY SCHEDULE

How Fines May Be Assessed

In accordance with Civil Code 5850 & 5855, Sections (g) & (h) and as authorized by CC&R Article VIII: *Duties and Powers of the Association*, the policy on how fines may be assessed to homeowners for violations of the governing documents or the rules have been changed. The new policy is as follows:

- The Board of Directors may impose a fine after a hearing with the Homeowner. The Association is required to provide at least 10 days advance notice of the scheduled hearing date and must notify the Homeowner of their decision within 15 days thereafter.
- Under this new policy, Architectural violations that are not corrected in the view of Architectural Committee inspectors and before the time frame defined in the letter, will be brought to the attention of the Board of Directors. Notifications of Board of Directors hearings may result from those recommendations.
- It is the Association's objective to ensure that exterior appearances and improvements and membership activities shall be directed toward the positive enhancement and character of Cowell Homeowner Association, the quiet enjoyment thereof, and the general welfare of the community. It is recognized that cooperation and support of Homeowners and residents is essential to achieving this objective. Therefore, the Association shall promote and seek voluntary compliance of the governing documents. Enforcement procedures may include imposition of fines or restrictions on certain membership rights. Article X authorizes both the Association and any owner to seek enforcement of a governing document provision by means of an action in court. A request for ADR (Alternative Dispute Resolution) will be made prior to any court action. Ultimately legal actions could be taken, in accordance with CC&R Article X, which states in part "If a member is in default of any of the requirements of these documents, such Member shall pay all costs and expenses of enforcement, including administrative costs and reasonable attorneys' fees."

In the Event of a Perceived Infraction

In the event of a perceived infraction, architectural or otherwise, the Homeowner shall be notified in writing and given a reasonable period, which is normally 30 days, to voluntarily abate the situation or provide a written response through the Business Office. However, in the absence of a response and/or if the infraction continues, a "NOTICE OF HEARING" describing the infraction will be issued 10 days prior to the date set for the hearing. The hearing will be held whether or not the Homeowner attends. The Homeowner has the opportunity to attend the next Architectural Committee Meeting.

Prior to the hearing before the Board of Directors, the Homeowner may attend the Architectural Committee meeting and explain to the Committee the circumstances related to the infraction. At the hearing before the Board of Directors, the Homeowner shall have the opportunity to explain to the Board of Directors the circumstances related to the infraction, present oral or written testimony and/or witnesses, and cross-examine others that may testify.

Any dispute between the Association and Homeowner may also be resolved internally through a meet and confer process, per Civil Code 5920.

After review, the Board of Directors shall determine if compensable damage and/or if a violation has occurred. The Board of Directors may impose one or more fines if the infraction has not been abated. Any costs incurred to deal with emergencies or serious conditions may be considered chargeable to the Homeowner. The Board of Director's decision shall be final. The Homeowner will be notified within 15 days of the hearing.

The Board of Directors has adopted the following schedule of monetary penalties and it is hereby published and distributed to each member (in accordance with Civil Code Section 1363 (g)):

- \$50.00 following a duly noticed hearing for the Homeowner
- \$100.00 for the same and all subsequent uncorrected violations, following a duly noticed hearing for the Homeowner

ASSESSMENT COLLECTION POLICY

CIVIL CODE § 5310 (a) (7)

- i. **Duty to Pay:** It is the Owner(s) of record's responsibility to pay all Assessments in full regardless of whether or not any billing statement was generated by the Association (and/or received by the Owner(s)). No offsets against any Assessments owed by an Owner(s) are allowed for any reason. A failure by the Association to exercise any of its powers or to perform any of its duties or obligations shall not constitute a waiver of its rights to collect on any amounts owed by an Owner(s).
- ii. **Assessments Due Date:** Regularly monthly assessments are due and payable on the first day of each month. A coupon book is mailed to each owner yearly to accompany twelve monthly payments. It is the owner of record's responsibility to pay each assessment in full each month regardless of whether a coupon is provided. Any other increase in assessments, including special assessments, are due and payable on the date specified by the Board on a Notice of Assessment that it shall issue not less than thirty (30) nor more than sixty (60) days prior to the date of the increase.
- iii. **Delinquent:** Assessments not received within thirty (30) days of the stated due date are delinquent and shall be subject to a late charge of \$10.00 dollars or ten percent (10%) whichever is greater, for each delinquent assessment per unit.
- iv. **Interest:** An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include reasonable attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
- v. **Collection Costs:** As authorized by Civil Code § 5650(b), the Association will impose and collect reasonable costs incurred in the collection of any delinquent Assessment, including reasonable attorneys' fees.
- vi. **Collection Efforts:** At all times, the Association has the right to attempt to collect any delinquent Assessment (plus accelerated Assessment amount(s), late charges, attorney's fees, fees, interest and costs of collection (including any cost of service of any Notice of Default and Election to Sell and any cost of service of the decision of the Association's Board to foreclose) by any manner provided by law as the Board, in its sole discretion, deems appropriate. If any Assessment is not paid in full, the Association can and may elect to pursue any legal collection option(s), including but not limited to, initiating legal action(s) against the responsible Owner(s) for monetary damages, non-judicial foreclosure action, judicial foreclosure, *etc.* Delinquent Owner(s) are responsible for payment of any and all of the costs of the collection efforts incurred by the Association.¹
- vii. **Partial Payments:** Once any Assessment is delinquent and the matter has been assigned by the Board of Directors to a collection agent on behalf of the Association, all payments from that date shall be paid by the Owner(s) directly to and payable to said collection agent. If an Owner(s) makes a partial payment (i.e. a payment that is not sufficient to pay all outstanding balances at a given time) via check but does not endorse the check as payable to the Association's collection agent, it may be returned to the Owner(s). The Owner(s) can

then re-issue the check directly to and payable to the Association's collection agent. Payments may also be returned if extraneous language is included on the payment such as, "Payment in full" or similar language. Acceptance of a partial payment will not halt the Association's collection efforts; nor will the acceptance of a partial payment act as a waiver by the Association of its rights to collect any amounts owed by the Owner. Payment in full of all amounts owed by that Owner is required to stop the Association's collection efforts and/or to remove any lien(s) which may be placed on the subject property by or on behalf of the Association.

- viii. **Payments Credited:** Regardless of the amount paid and unless otherwise specified in a written agreement, all payments received by the Association will be applied according to California law. Payments will be credited to the oldest principal balance first. Once all Assessment balances are paid, payments will be credited to late charges, interest, costs of collection, and other charges. All checks submitted for payment dated after the date of receipt by the Association or its collection agent ("postdated checks") shall not be credited to an account until the date said check is payable. Postdated checks may, at the discretion of the Association's agent, be returned to Owner(s) with a request that Owner(s) issue a check payable upon receipt
- ix. **NSF or Bad Checks:** Any Owner(s) who passes a check on insufficient funds will incur a charge of \$25.00 for the first dishonored check (and \$35.00 each for any subsequently dishonored check). If a "Notice of Dishonored Check" is prepared, the Owner(s) will incur an additional charge of \$45.00 for the preparation and certified mailing of a written demand under Civil Code §1719(a) (2). In the Board's discretion, the Association may seek damages of 3x (treble) the bad check amount (up to \$1,500,00) pursuant to Civil Code §1719. After an Owner has presented two (2) dishonored checks in any twelve (12) month period, the Association may require all further payments from that Owner be made with either a cashier's check or money order.
- x. **Acceleration of Special Assessment Installments:** If a Special Assessment is payable in installments and one of the Special Assessment installments is delinquent, the Board may/can accelerate all remaining installments of that Special Assessment making the entire unpaid balance of the Special Assessment due and payable. The Board will provide notice to the Owner(s) of any decision to accelerate payment of a Special Assessment.
- xi. **Process the HOA will use to Place a Lien Upon Owner's Separate Interest (Lot) §5650 & 5660:**
- a. **"Collection Costs":** Once the Lien process is started, all collection fees and costs incurred will be added to the total delinquent amount owed by the Owner(s) and the Owner(s) will be responsible for payment of those costs.
 - b. **Pre-Lien Notice:** If any portion of an Assessment, late charge, interest charge and/or cost of collection remains unpaid over thirty (30) days after its original due date, the Association will prepare and send to the record owner(s) a 'Letter of Intent' to file a 'Pre-Lien Notice' (Civil Code § 5660). The Pre-Lien Notice shall include a general statement of the collection and lien enforcement procedures of the Association, an itemized statement of the charges owed as of the date of the notice, including the costs of preparing the notice, and other disclosures required by law. Payment may be required in certified funds.

- c. **“NODA”:** If full payment has not been received within thirty (30) days after the Pre-Lien Notice was mailed to the Owner(s) of record, a Lien (*aka* ‘Notice of Delinquent Assessment’ // ‘NODA’) will be prepared and recorded against the delinquent property and the Owner(s) of that property.
- xii. **Foreclosure:** If full payment has not been received within thirty (30) days after the recordation of the Lien/NODA, the Association may proceed with either non-judicial or judicial foreclosure on that Lien/NODA.²
- xiii. **Payment Plans:** An owner may submit a written request to meet with the Board to discuss a payment plan. The Board in its sole discretion may agree to a written payment plan for delinquent Assessments. The Association has no obligation to enter into such payment plan, and any agreement entered into with the Owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interests of the Association are served. Generally in order to make the Association whole, the payment plan will require payment of all Assessment balances, late charges, interest and any collection costs the Association has incurred. Unless the written payment plan provides otherwise, the existence of a payment plan between an Owner and the Association will not halt or delay the Association’s efforts to record a Lien/NODA. (*See* Item No. 11, above). The written payment plan shall include a provision that failure to meet any term of the plan shall give the Board the right to immediately continue the collection process without further notice to the Owner. An Owner who has entered into a written payment plan with the Association and then subsequently cancels terminates or otherwise ends the plan is not entitled to any refund of any installments that the Owner made under that plan.
- xiv. **Referral to Collection Agent:** The Board has discretion on when it will refer a delinquent account to a collection agent(s). Usually when 6 months or more of assessments are delinquent.
- xv. **Notices:** The Association will mail to (and/or serve upon) the record Owner(s) all of the above- referenced notices as specified or required by law. The Association will use the Owner(s) separate interest address as the Owner(s) mailing address for notices, unless the Owner provides written notification to the Association that an alternative address is to be used.
- xvi. **Overnight Payments:** The mailing address for overnight payments to the Association for Assessments is the same as for routine Assessment payments unless an alternative payment address has been provided to the Owner(s).
- xvii. **Changes:** The Board may revise this Policy, either in general or on a case-by-case basis as needed and any such change shall be effective after the new Policy has been provided to the Association Members.
- xviii. **Dispute Resolution – IDR/ADR:** An owner has the right to dispute an assessment debt by submitting a written request for dispute resolution to the Board of Directors. The written request must include: (1) the Owner’s name, mailing address, and account number; (2) the exact dollar amount claimed to be in dispute or error; (3) for each charge or payment in dispute, an explanation of the reasons the Owner believes there is an error, with sufficient detail such as dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively; if the Owner does not know how the error was made, that statement

may be made; (4) copies of checks, letters, or other documents referred to or claimed should accompany the written explanation.

- xix. Said dispute resolution may be held in the form of an executive session meeting with the Board of Directors, Internal Dispute Resolution (“IDR”) or Alternative Dispute Resolution (“ADR”). The Association offers dispute resolution to an Owner(s) prior to recording a lien for delinquent assessments; before the Association initiates foreclosure and at any time during the foreclosure process.
- xx. The Association offers Owner(s) dispute resolution during the collection process including IDR in accordance with the Association’s meet and confer program as set forth in Civil Code §5900 et seq., or ADR with a neutral third party as set forth in Civil Code §5925 et seq. Please note that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

¹ Foreclosure will only be commenced after: (a) the delinquent Assessment balance (excluding any accelerated amount, late charges, attorney’s fees, fees, interest and costs of collection) is greater than \$1,800.00; and/or (b) the delinquent assessment is more than 12 months delinquent.

² Foreclosure will only be commenced after: (a) the delinquent Assessment balance (excluding any accelerated amount, late charges, attorney’s fees, fees, interest and costs of collection) is greater than \$1,800.00; and/or (b) the delinquent assessment is more than 12 months delinquent.

ELECTION RULES

The Cowell Homeowners Association, Inc. Board of Directors met at a duly noted open meeting on April 23rd, 2020 and approved new Election Rules for the Association to comply with the recently approved Senate Bill 323, which impacted how membership votes in HOAs are conducted.

The newly approved Election Rules can be found on the following pages in their entirety.

Cowell Homeowners Association, Inc.

Election Rules

These Election Rules apply to all Member votes undertaken by COWELL HOMEOWNERS ASSOCIATION, INC. ("Association"). These Election Rules shall be effective on the date of adoption, shall supersede any other rules of the Association affecting voting or elections, and shall remain in effect until modified by the Board of Directors (the "Board").

ARTICLE 1 MEMBER VOTING RIGHTS

1.1 Member Voting Rights. Notwithstanding anything to the contrary in the Association's governing documents, all Members shall be entitled to vote, and no Member shall be denied a ballot for any reason other than not being a Member. "Member" means a person who holds legal title to the separate interest (i.e., is named in the recorded deed for the separate interest property). The "separate interest" property means the residential lot owned by a Member.

1.1.1 Entity Owners. In the case of a Member that is not a natural person (such as a trust, corporation or other entity), the vote of such Member may be cast by any authorized representative of the Member designated by written notice to the Association.

1.1.2 General Power of Attorney. A person with general power of attorney for a Member, who has provided satisfactory evidence thereof, shall not be denied a ballot and said ballot shall be counted if returned by the deadline for voting.

1.2 Voter List. The Association shall maintain a "Voter List" which shall include for each separate interest: the Member's name; voting power; and, unless the Member has "opted out" of the public distribution of their address, the physical address of the Member's separate interest, or the parcel number, or both, and the mailing address of the Member if it is different than the physical address of the separate interest (or if the parcel number is used). Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Voter List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Voter List shall be retained as "association election materials" as required by law.

1.3 Voting Power of Each Membership. On each matter before the Members, only one (1) vote shall be cast for each separate interest. Once a ballot is received by the Inspector of Elections, it may not be rescinded. Votes on behalf of a separate interest owned by more than one person or entity shall be treated as a single member for voting purposes. The vote for such separate interest shall be exercised as the owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any separate interest. If the joint owners of a separate interest are unable to agree among themselves as to how their vote is to be cast, they shall lose their right to vote on the matter in question. If any joint owner of a separate interest casts a vote representing the separate interest, it will thereafter be conclusively presumed for all purposes that such owner was acting with the authority and consent of the other owners of that separate interest.

1.4 Cumulative Voting. Cumulative voting is not permitted in the election of directors.

1.5 Proxies. Use of proxies in connection with membership votes or membership meetings is expressly prohibited. "Proxy" shall mean a written authorization signed by a Member or a

Member's attorney-in-fact giving another person or persons power to vote for such Member, as defined in Corporations Code section 5069.

1.6 General Power of Attorney. A Member may delegate their voting rights to a third party by use of a general power of attorney that conforms to the laws of the state in which the power is conveyed. The power of attorney must be returned to the Association at or before the casting of the ballot for which voting rights have been delegated.

ARTICLE 2 VOTING PROCEDURE

2.1 Notice of Election Information. At least thirty (30) days before the ballots are distributed, the Association shall provide general notice of all of the following: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector of Elections; (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the "Candidate Registration List," as defined in Section 3.3 below.

2.2 Distribution of Ballots. For a vote on any of the matters specified in *Civil Code* section 5100(a), voting by the Members shall be conducted by secret ballot using a "double envelope system" as described in *Civil Code* section 5115(a). Ballots and two envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered to all Members in such vote or election. Ballots shall be distributed a minimum of thirty (30) days prior to the deadline for voting. These matters are: (i) elections regarding assessments legally requiring a Member vote, (ii) election and removal of directors, (iii) amendments to the governing documents, and (iv) grants of exclusive use of common area property pursuant to *Civil Code* section 4600.

For votes on any other matter, votes may be by secret ballot or by written ballot, and ballots may be distributed a reasonable time (which may be less than thirty (30) days) prior to the deadline for voting.

2.3 Election by Acclamation. If, as of the published deadline for receiving nominations, the number of qualified candidates for election to the Board is not more than the number of directors to be elected, then the qualified candidates shall be declared elected and shall take office at the first Board meeting following the deadline for nominations or, if later and an annual meeting is held, then at the first Board meeting after the annual meeting. Written notice of the election shall be given to the Members.

2.4 Frequency of Director Elections. The Association shall hold an election for a seat on the Board at the expiration of the corresponding director's term or sooner if required by the Bylaws.

2.5 Extension of Voting. The Board shall be entitled to extend the deadline for the return of ballots one or more times due to the lack of a quorum or for such other reason(s) as the Board deems reasonable and prudent.

2.6 Tabulation and Observation. The Inspector of Elections shall open all ballots and tabulate the votes at a properly noticed open meeting of the Board or Members in a manner that allows the Members to view the opening and tabulation. The Inspector of Elections may appoint additional persons to assist in the opening of ballots and tabulation of votes. Observers must remain at least five (5) feet from the area of opening and tabulation and not communicate, harass, or otherwise interfere with the Inspector of Elections and/or those assisting the Inspector of Elections in any manner whatsoever. The Inspector of Elections or the Board shall have the power and authority to cause the removal of any person who interferes with or disrupts the voting, opening or tabulating process. The Inspector of Elections may suspend the opening and tabulation process if anyone causes interference with or disrupts the process.

2.7 Reporting Election Results. The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes if reported at a meeting of the Board or recorded in the minutes of the next meeting of the Board if reported at a Member meeting. Within fifteen (15) days of the election, the Board shall give the Members general notice of the tabulated results of the election.

2.8 Retention of Association Election Materials. "Association election materials" shall mean the returned ballots, signed voter envelopes, the Voter List, proxies, and the Candidate Registration List. The association election materials shall at all times be in the custody of the Inspector of Elections or at a location designated by the Inspector of Elections for a period of one (1) year after the Inspector of Elections notifies the Board and the Members are notified of the election results, at which time custody shall be transferred to the Association. The Association shall retain the association election materials for the current fiscal year and prior two (2) fiscal years. At the expiration of the retention period all association election materials may be destroyed.

ARTICLE 3 CANDIDATES FOR THE BOARD AND NOMINATION PROCEDURES

3.1 Qualification of Candidates. Candidates for the Board must be Members at the time of their nomination and (i) must meet any other qualifications or restrictions set forth in these Election Rules and (ii) must meet any other qualifications or restrictions set forth in the Bylaws so long as they do not conflict with these Election Rules. In the case of a Member that is not a natural person (such as a corporation or other entity), the entity Member shall have the power to appoint a natural person as the "Member" for purposes of director elections. The Association shall disqualify a nominee for the Board for any of the following reasons:

3.1.1 The nominee is not a Member.

3.1.2 If the nominee, if elected, would be serving on the Board at the same time as another owner of the same separate interest and the other person is either properly nominated for the current election or is an incumbent director.

3.1.3 If the nominee, at the time of nomination, is delinquent in the payment of regular and/or special assessments. A nominee shall not be considered "delinquent" if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the nominee: (a) has paid the regular or special assessment under protest; (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) the nominee has requested and has not been provided an opportunity to engage in internal dispute resolution.

3.1.4 If the nominee discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code section 5806 or terminate the Association's existing fidelity bond coverage.

3.2 Nominations.

3.2.1 Solicitation of Candidates. At least thirty (30) days before the deadline for submitting a nomination, the Association shall provide general notice of the procedure and deadline for submitting a nomination for the Board. Any Member who satisfies the qualifications and is not otherwise prohibited from running for the Board may place their name in nomination for the Board by submitting the nomination before the published deadline for receiving nominations. In addition,

the Board may recruit qualified candidates and/or may appoint a nominating committee to nominate qualified candidates.

3.2.2 No Write-Ins. No “write-in” candidates shall be permitted on the ballots in the election of directors.

3.3 Candidate Registration List. The “Candidate Registration List” shall mean the list of candidates who will appear on the ballot. Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Candidate Registration List at least thirty (30) days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Candidate Registration List shall be retained as “association election materials” as required by law.

3.4 Notice of Known Candidates. The names of all persons on the Candidate Registration List shall be set forth on the ballot.

3.5 Candidacy Statements. Any candidate who wishes to submit a candidacy statement may only do so using the Association’s authorized form. The content of any candidate statement shall be limited to a statement of the candidate’s qualifications to serve as a director.

3.6 Directors May Not be Delinquent. Any Member serving on the Board shall be current in the payment of regular and special assessments. A director shall not be considered “delinquent” in the payment of assessments if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the director: (a) has paid the regular or special assessment under protest; (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) has requested and has not been provided an opportunity to engage in internal dispute resolution.

ARTICLE 4 USE OF ASSOCIATION MEDIA AND CAMPAIGNING

4.1 Access to Association Media – Candidates for the Board. The Board may, but is not required to, make Association media (e.g., newsletter, notice board, website, or other notices provided to the Members) available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.

4.2 Access to Association Media – Other Matters. If the Board utilizes Association media to advocate a point of view on any matter (other than election of directors) that requires Member approval or allows any Member access to Association media for that purpose, then all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

4.3 “Equal Access.” “Equal access” shall mean publication of written statements not to exceed a predetermined length as determined by the Board. The Board shall not edit or redact any statement but shall not be required to publish any statement that exceeds the predetermined length restrictions. Modifications to formatting may be made so as to allow for space and/or media restrictions. If any formatting modifications should become necessary, they shall be applied equally to all submissions and at no time shall any formatting be applied that may signify a preference or partiality.

4.4 Responsibility for Content. All statements published in Association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules.

4.5 Campaigning. No Association funds shall be expended for the purposes of campaigning in connection with any vote or election other than those funds specifically required to distribute required correspondence, notices, or forms that may contain the names of candidates or necessary information on the issues being voted upon, or as is otherwise deemed by the Board to be necessary or appropriate for the fair and reasonable conduct of a vote or election, or to the extent necessary to comply with duties of the Association imposed by law. Specifically excluded is the expenditure of Association funds for the purposes of expressly advocating approval, election, or defeat of any candidate.

ARTICLE 5 USE OF COMMON AREA MEETING SPACE

5.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to their campaigns.

5.2 Access to Common Area Meeting Space – Other Matters. Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

5.3 All Access. Any use of the common area facilities for the purposes described above shall be regulated by any existing rules and regulations for such use. The Board, in its sole discretion, may reasonably limit a candidate’s or Member’s access to common area facilities in order to facilitate equal access for other candidates and Members, and so as not to unreasonably interfere with other Members’ rights to use such facilities.

ARTICLE 6 INSPECTOR OF ELECTIONS

6.1 Appointment of Inspector of Elections. Whenever there is a membership vote or election, the Board shall appoint one (1) or three (3) Inspectors of Elections, hereinafter individually or collectively referred to as the “Inspector of Elections,” whose powers and duties shall be as set forth in Civil Code section 5100 *et seq.* The Board shall have the power to remove an Inspector of Elections who ceases to meet the required qualifications, is unable or unwilling to perform their duties, or for other good reason, and to appoint a new Inspector of Elections in their place.

6.2 Qualification of Inspector of Elections. The Inspector of Elections may be any persons the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include Members of the Association, but may not be (i) a member of the Board or a candidate for election to the Board or be related to a current member of the Board or a candidate for election to the Board or (ii) the Association’s manager, accountant, legal counsel, or any other person, business entity, or subdivision of a business entity that is employed by or under contract with the Association to provide compensable services to it at and/or after commencement of the election process other than serving as Inspector of Elections.

6.3 Payment to Inspector of Elections. The Board may authorize payment of Association funds to any third party appointed to serve as Inspector of Elections; however, no payment may be authorized for any Member appointed to serve as the Inspector of Elections.

6.4 Duties of the Inspector of Elections. The Inspector of Elections shall be responsible to perform their duties as follows:

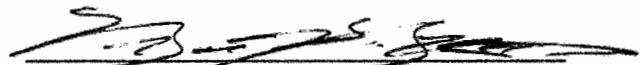
- 6.4.1 Perform those tasks enumerated in Civil Code section 5110(c); and
- 6.4.2 Perform all duties impartially, in good faith, to the best of the Inspector of Election's ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association; and
- 6.4.3 Make any necessary corrections to the Candidate Registration List or the Voter List within two business days of being informed of an error by a Member or by the Association; and
- 6.4.4 Deliver (or cause to be delivered) the following documents to the members at least thirty (30) days before an election: (a) the ballot(s) by first-class mail and (b) a copy of these Election Rules by (i) individual delivery or (ii) by posting the internet website address where these Election Rules may be accessed on the ballot together with the phrase in at least 12-point font, "The rules governing this election may be found here: [*insert internet website address*]"; and
- 6.4.5 Retain the association election materials as provided herein.

6.5 Indemnification of Inspector of Elections; Liability Insurance. The Association may, at the Board's sole discretion, indemnify the Inspector of Elections to the fullest extent provided by law. The Association shall have the power to purchase and maintain insurance to protect it and/or the Inspector of Elections against any liability asserted against the Association and/or against the Inspector of Elections arising out of the Inspector of Elections' acts and/or omissions relating to any Association vote or election.

ARTICLE 7 AMENDMENTS

The Board may amend these Election Rules from time to time except that these Election Rules may not be amended less than ninety (90) days prior to an election unless that amendment is merely to conform to non-discretionary changes in the law.

I, Brian J. Deaton, am the Secretary of the COWELL HOMEOWNERS ASSOCIATION, INC., and certify that these Election Rules were duly adopted by the Board of Directors of the Association and came into effect on the 23rd day of April, 2020.


Secretary

April 27, 2020
Date

A R C H I T E C T U R A L A P P L I C A T I O N

Cowell Homeowners Association
 4498 Lawson Court - Concord, CA 94521
 (925) 687-9961 Business Office
 (925) 677-0182 Facsimile
 Businessoffice@Walnutcountry.com

**Please check
 the box below
only if it is to
 correct a
 violation.**

Date of Request: _____ Name: _____ Cowell Street Address: _____ Billing Address if Different: _____	Home Phone: _____ Work Phone: _____ E-mail: _____
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APPLICATION for approval of painting, roofing and all other external changes to your property, such as windows, siding, trellises, decks, hot tubs, fencing, additions, concrete walkways, driveway extensions, retaining walls, and sheds.
Please check the boxes that apply to your request and circle the specific item. Architectural applications must be submitted to the Business Office at least three days prior to the meeting to be included on the agenda.

- Additions
- Decks / Overhangs / Attachments
- Fence / Concrete Accent Borders
- Free Standing / Play Structures
- Garage Door
- Gutters and Downspouts
- Landscaping, Driveway, Walkway

- Painting **Paint Book page #s:** _____, _____
- Entire House / Base / Trim / Garage Door
- Pool / Hot Tub / Gazebo
- Retaining Walls
- Roof
- Satellite Dish / Solar Panels
- Windows
- Other _____

Please submit drawings, sketches, brochures, and photos of your home, curb to front, or other necessary views that reflect the change and its impact on neighbors or the Common Area **a week prior to any scheduled Architectural Committee meeting.** If you do not plan to attend the meeting, it may be helpful if you can be reached by phone at that time in case the Committee needs to ask for more information. **Photos will expedite your request. Please fill in the boxes below as appropriate to your project and the backside of this page.**

	BASE	TRIM	GARAGE	ROOF	WINDOWS
BRAND NAME					
PAINT CODE, MODEL, or TYPE					
COLOR					

PAINTING REQUIREMENTS:

Gutters, window framing, fascia board (board behind the gutters), garage door framing, must be the same color as the trim. All downspouts, metal or vinyl, must match the color they rest against (usually the base color). Replacement windows must have a soft color contrast with surrounding background. Garage doors must be painted the same color as the trim or base color. Front door color is left to your discretion. **An 8 1/2 x 11 painted sample of any non-approved paint colors must be submitted with application for approval.**

APPROVED ROOFING MATERIALS:

To acquire approval on a roofing product not on the list: Please submit a sample of the product in the color of your choice along with an address in the local area of an installation of that product in the color you want to the Business Office two weeks prior to any Architectural meeting date. This information is available from the manufacturer's representative.

Any change to the existing shake roofing on the home must be submitted to the Architectural Committee for approval. There are several types of roofing materials, which have been approved for usage in the development, and a list is available for homeowner review. Each request must be individually made for review as to color & type of material, and should include house colors to ensure overall compatibility. Wood shake is not allowed as a re-roofing material. If 1/3 or more of the roof is being supplied with new/replacement material, this would constitute a re-roofing and wood shake would not be allowed.

Describe your project (attach any drawings, literature or samples):

****Approval is subject to accuracy of information provided by homeowner. ****

Estimated Completion Date: _____ **Contractor's Name:** _____

Homeowner Signature: _____
(Homeowner's Signature Required For Architectural Approval)

- Approved: _____
- Approved with Conditions: _____
- Denied: _____

Architectural Committee Signature: _____

Date of Decision: _____

Office
Personnel
Only