

**TANGLEWOOD NORTH HOMEOWNERS ASSOCIATION RULES
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TANGLEWOOD NORTH HOMEOWNERS ASSOCIATION RULES

It is the policy of Tanglewood North Homeowners Association (TNHOA) to establish rules and guidelines for uniformity, the safe use and enjoyment of the Association's Common Areas and preservation of property in the TNHOA community.

This document was approved by the TNHOA Board of Directors in accordance with the TNHOA Bylaws and First Restated Declaration of Covenants Conditions and Restrictions (CC&Rs) and by the TNHOA legal counsel. Non-compliance with any rule is subject to disciplinary action and/or fines pursuant to TNHOA CC&Rs and Bylaws. Responsibility for following the rules applies to the (1) Owner, (2) tenant or lessee of Owner, (3) guest of Owner or tenant and (4) any persons employed, directed or under the jurisdiction of the Owner or tenant such as a serviceman, repair person, contractor, etc.

SECTION 1 - COMMON AREA

1.1 Definitions.

1.1.1 Association Rules is defined by Section 1.3 of the CC&Rs.

1.1.2 Common Area is defined by Section 1.6 of the CC&Rs.

1.1.3 Owner is defined by Section 1.15 of the CC&Rs.

1.2 Contractors. The Association's contractors and crews work under the direction of the Board of Directors (Board) and the Board's delegated representatives. Contractors do not take direction from Owners, tenants or lessees. All requests for service need to be made through TNHOA Management, the Architectural Review Committee or the Board's designated representatives.

1.3 Rules.

1.3.1 Grounds Maintenance and Plants. TNHOA is responsible for the selection, planting and maintenance of all lawns, plants, and trees in the Common Area (see Section 6.2 of the CC&Rs for further clarification).

1.3.2 Trees. Climbing in or on trees is strictly prohibited and subject to a fine. If a tree is damaged, the Owner or responsible adult resident will be billed for the repair or replacement of the tree.

1.3.3 Sprinklers. TNHOA is responsible for any and all maintenance including adjustment and relocation of sprinklers. Owners, tenants or lessees should not attempt to adjust or repair any part of the system but should contact the Manager's office.

1.3.4 Recreational Activities. Games and/or activities that might damage buildings, fencing, lawns or landscaping are not allowed in the Common Area or alleys, including:

1.3.4.1 Placing electrical cords or other objects in lawns, shrubs or trees;

1.3.4.2 Retrieving objects on a roof (Management should be contacted for retrieval);

1.3.4.3 Playing in clubhouse showers or on decking;

- 1.3.4.4 Drawing on sidewalks;
 - 1.3.4.5 Using bicycles, rollerblades, skateboards or scooters recklessly;
 - 1.3.4.6 Attaching sports equipment to TNHOA property or creating a sports field; or
 - 1.3.4.7 Using items that interfere with maintenance of TNHOA property and detract from visual conformity such as portable sports equipment, toys, lawn furniture, barbecues, wading pools and decorative items.
- 1.3.5 Parent's Responsibility. Parents or legal guardians of minor children are expected to supervise play and use of facilities. For safety purposes, bicycles, sports equipment and toys need to be kept within the home, patio or garage when not in use.
- 1.3.6 Political Signs. No signs, posters, flags or banners may be placed in common areas without Board approval. Non-commercial signs and posters displayed or posted on or in an Owner's separate interest are limited to 9 square feet in size. Non-commercial flags and banners displayed or posted on or in an Owner's separate interest are limited to 15 square feet in size. Non-commercial signs, posters, flags or banners must be made of only those materials allowed by Civil Code, Section 1353.6 and may be prohibited as required for the protection of public health or safety or if violating a local, state or federal law.
- 1.3.7 Outdoor Decorative/Holiday Lighting. Outdoor lighting must not interfere with Common Area maintenance and must be removed immediately after the event or at the end of the holiday month. For safety reasons, electrical cords may not be run across lawn, shrubbery or pool areas.
- 1.3.8 Garage Sales. All sales must be held in garages and require a permit issued by the City of Cypress. Sales are prohibited in the Common Area including in front of the units. Alleys must be kept clear for emergency purposes. Use and placement of signs must be approved by Management and be removed promptly at the close of the sale.
- 1.3.9 For Sale, Rent or Lease/Business Signs.
- 1.3.9.1 No business or advertising signs are allowed in the Common Area except as provided for in 1.3.8 and 1.3.9.2.
 - 1.3.9.2 No more than two (2) signs offering a unit for sale, lease, rent or exchange may be posted per unit: one in front of the unit and the other on the street at a location approved by Management.
 - 1.3.9.3 Open house signs are allowed in front of the unit only on the day of the open house.
- 1.3.10 Porches. Porches are part of the Common Area and need to be kept uncluttered, clean and free of brick, tile or carpet surfaces.
- 1.3.10.1 Prior to any alteration of the porch area, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee.
 - 1.3.10.2 Owners who make unapproved alterations are responsible for removal or correction at the Owner's expense.

1.3.11 Animals.

- 1.3.11.1 Dogs are required to be leashed and under the control of a competent adult any time they are outside of their property (unit, patio or garage), per Orange County Codified Ordinance (OCCO) 4-1-45.
- 1.3.11.2 “The person having custody of any dog shall immediately remove any feces deposited by such dog” (OCCO 4-1-50). Violations should be reported to Orange County Animal Care Services.
- 1.3.11.3 “No animal or fowl may be kept on the properties which results in an annoyance or is obnoxious to residents in the vicinity.” (see Section 7.6 of the CC&Rs). Ongoing incidences of excessive dog barking/crying can be reported to Orange County Animal Care Services or Cypress Police.
- 1.3.11.4 Feeding of animals in the Common Area, including front porches, is prohibited as it attracts vermin (including coyotes), ants and strays.

1.3.12 Exterior Water Faucets. Owners, tenants or lessees may use their unit’s exterior cutoff/water faucets (bibs). They may not connect water hoses to TNHOA water faucets (bibs) owned by TNHOA.

1.3.13 Water Softeners.

- 1.3.13.1 Prior to installation of any water softener in the Common Area, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee.
- 1.3.13.2 As a condition of approval, the Owner must agree to provide approved flora to shield the plumbing from common view.
- 1.3.13.3 When the softener is removed, the Owner is responsible for filling the hole and providing flora or grass approved by TNHOA.

1.3.14 Roofs. No one is allowed on roofs or storage containers without prior authorization from Management.

1.3.15 Trash Disposal.

- 1.3.15.1 Trash containers are to be placed in the alley no earlier than the evening before pick-up and must be removed by the morning following pickup.
- 1.3.15.2 To assure pickup, all trash must be placed in the covered containers provided by the city disposal service. Pickups for large items/quantities and larger containers can be requested through the sewer/waste disposal service; Management has information.

SECTION 2 - POOL POLICY AND RULES

- 2.1 It is the policy of TNHOA that the pools are for the safe use and enjoyment of members of the Association. Owners who rent or lease their Lot, relinquish their rights of usage to their tenants (see Section 2.6 of the CC&Rs).
- 2.1.1 **Warning: No Lifeguard on Duty.**
- 2.1.2 Emergency Equipment. Life preservers and body hooks must remain in their designated pool area locations and are to be used for pool emergencies only.
- 2.1.3 Pool Hours. During the warm weather season, all pools are open for resident use. During the cool weather months, one pool is designated for use. Pool hours are subject to change and are as follows:
- | | |
|-------------------------|-------------------------|
| Sunday through Thursday | 9:00 a.m. to 9:00 p.m. |
| Friday and Saturday | 9:00 a.m. to 10:00 p.m. |
- 2.1.4 The “buddy system” or never swimming alone is highly recommended.
- 2.2 TNHOA Pool Rules.
- 2.2.1 All pool users must use a TNHOA issued pool key to enter the pool areas. **Children under the age of 14 must be accompanied by an adult.**
- 2.2.2 Owners, tenants or lessees and their resident families may admit no more than five (5) guests per unit at any time. Youths, ages 14 thru 17, may admit no more than two (2) guests per unit at any time.
- 2.2.3 All pool users are required to close the gate securely to provide safety and security of the pool area.
- 2.2.4 All swimwear should be appropriate for a family pool.
- 2.2.5 Pool users are required to clean up after themselves when leaving and discard unwanted items in the trashcan.
- 2.2.6 Equipment for safety is allowed, if used appropriately.
- 2.2.7 THE FOLLOWING ARE **NOT** ALLOWED IN POOLS AND/OR POOL AREAS:
- 2.2.7.1 Disruptive, aggressive, loud, or dangerous behavior including running, diving, climbing or sitting on fence or ladder handrails, dunking and throwing objects.
- 2.2.7.2 Toys, balls, squirt guns, diving sticks, etc. (Plastic/rubber toys/objects for small children are allowed in the wading pool only.)
- 2.2.7.3 Cut-off shorts or clothing with fringes or loose materials.

- 2.2.7.4 Glass containers.
- 2.2.7.5 Food, candy, snacks, drinks. (Plastic water bottles are allowed.)
- 2.2.7.6 Wheeled vehicles, scooters, skateboards, in-line skates, bicycles, tricycles, etc.
- 2.2.7.7 Animals. Except licensed guide dogs.
- 2.2.7.8 Extension cords or electrical equipment. Battery operated audio/video equipment is allowed but must be at a volume that does not disturb others.
- 2.2.7.9 Styrofoam objects, boogie boards, inflatable equipment or rafts.
- 2.2.7.10 Children who are not potty trained or who are in diapers, unless diapers are made to eliminate the possibility of leakage or contamination. (Contamination requires pool closure for cleaning).
- 2.2.7.11 Smoking.

SECTION 3 – CLUBHOUSE POLICY AND RULES

3.1 It is the policy of TNHOA that the clubhouses are for the safe use and enjoyment of members of the Association. Owners who rent or lease their Lot, relinquish their rights of usage to their tenants (see Section 2.6 of the CC&Rs).

3.1.1 Use of the clubhouse is for social, charitable or community service events. Reservations in conjunction with business ventures or events for personal gain are not allowed.

3.1.2 Clubhouse Reservations.

3.1.2.1 TNHOA has two clubhouses available for resident use: Paseo de Oro Clubhouse and Via Largo Clubhouse.

3.1.2.2 Reservations are made by contacting clubhouse reservationists or TNHOA Management.

Clubhouse reservations DO NOT include use of the pool or the outside Common Area.

3.1.2.3 Reservations for major holidays shall be made no more than three (3) months in advance.

3.2 Clubhouse Rules.

3.2.1 A legally responsible adult Owner, tenant or lessee must make the reservation, present a check for the required deposit and read/sign the agreement in order to receive the clubhouse key. The cost for replacement of lost or damaged keys is generally in excess of \$250.00.

3.2.2 The person signing the agreement must be present when the clubhouse is being used and is responsible for all guests including minors.

- 3.2.3 The maximum occupancy of the clubhouse is 50 persons.
- 3.2.4 In consideration of other TNHOA residents and for health and safety reasons, the following are NOT allowed:
 - 3.2.4.1 Aggressive, loud or dangerous behavior/noise.
 - 3.2.4.2 Barbecuing or grilling inside the clubhouse.
 - 3.2.4.3 Any food preparation on the clubhouse decks or in the surrounding Common Area without TNHOA Board approval.
 - 3.2.4.4 Decorations fastened to the clubhouse with staples, tacks and/or tape, etc.
 - 3.2.4.5 Bounce houses or similar items.
 - 3.2.4.6 Smoking in the clubhouse or on the deck.
- 3.2.5 To protect neighbors from excessive noise, the doors to the clubhouse must be closed and all persons attending must be inside by 9:00 p.m. The clubhouse must be cleaned and vacated by 11:00 p.m. Sunday through Thursday and by 12:00 Midnight Friday and Saturday, the day of the event.
- 3.2.6 Refund of the required deposit occurs when the clubhouse is restored to its pre-party condition:
 - 3.2.6.1 All surfaces, including furniture, kitchen appliances, counters and floors (swept and then mopped with clear water), are clean and free of dirt and crumbs.
 - 3.2.6.2 Decorations/balloons have been removed.
 - 3.2.6.3 All tables and chairs are in pre-party positions.
 - 3.2.6.4 Restrooms are clean, and trash is picked up.
 - 3.2.6.5 Trash has been removed for disposal at home and a new trash liner has been placed in the wastebasket.
 - 3.2.6.6 Air conditioning or heat is in the "off" position.
 - 3.2.6.7 Louvers of blinds are tilted to a fully opened position.
 - 3.2.6.8 Lamp on the end table is "on."
 - 3.2.6.9 All other lights, inside and outside are "off."
 - 3.2.6.10 All doors, including the restrooms, are "locked."
 - 3.2.6.11 The key is returned, as instructed.

SECTION 4 - FRONT DOOR, SCREEN DOOR AND WINDOW POLICY AND RULES

- 4.1 It is the policy of TNHOA that uniformity is essential to maintain the integrity of the general appearance of the TNHOA complex. Some authorized variance is extended to allow a measure of individual discretion.
- 4.2 Front Door and Screen Door Rules. - Prior to any changes to front doors (exterior entry doors) or screen doors, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee. Front doors and screen doors installed without Architectural Review Committee approval will be subject to removal at the Owner's expense and/or the TNHOA fine schedule.
- 4.2.1 Front Doors. May be made of raw wood, metal or man-made materials the color of the current exterior trim or custom doors of natural wood grain finish.
- 4.2.1.1 Maintenance of Existing Doors.
- 4.2.1.1.1 Original doors (those installed when the unit was built) must be the same color and surface finish as the exterior trim.
- 4.2.1.1.2 Custom "paint grade" doors installed by Owners must be the color and surface finish of the current exterior trim.
- 4.2.1.2 Replacement of Existing Doors will be at the Owner's expense and may be replaced with:
- 4.2.1.2.1 Exterior doors of raw wood (in styles similar to original doors). The exterior surface must be the same color and surface finish as the current exterior trim.
- 4.2.1.2.2 Exterior custom doors of natural wood grain finish.
- 4.2.1.2.3 Exterior doors made of metal or man-made materials. The exterior surface must be the same color tone and surface finish as the current exterior trim.
- 4.2.2 Screen doors, including security doors, must be a color tone in harmony with the current exterior trim.
- 4.2.3 During ongoing inspections all doors will be reviewed for maintenance and general appearance. Homeowners will be notified of any need for corrections or replacement.
- 4.3 Window Replacement Rules.
- 4.3.1 Prior to replacement of windows, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee.
- 4.3.2 The color of the replacement windows must be in harmony with the color tones of the structure's exterior.

SECTION 5 – SHARED FENCING POLICY AND RULES

- 5.1 It is the policy of TNHOA to replace all wood fencing along the property lines between Common Areas and individual Lots with maintenance free polymer coated lumber products, hereafter referred to as plastic-encased fencing.
- 5.2 Financial responsibility will be shared fifty-fifty (50/50) between the homeowner and TNHOA.

SECTION 6 - GUTTER POLICY AND RULES

- 6.1 It is the policy of TNHOA that gutters are not generally needed in Southern California, but that individual Owner's requests will be considered on a case by case basis.
- 6.2 Gutter Installation Rules.
 - 6.2.1 Prior to any gutter installation, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee.
 - 6.2.2 The Association has selected seamless aluminum gutters as the only approved gutters for TNHOA.
 - 6.2.3 All gutters are to be professionally installed at the expense of the Owner and will be maintained by the Owner (see Section 6.4 and Exhibit B – Maintenance Matrix of the CC&Rs).

SECTION 7 – PATIO AND PATIO COVER RULES

- 7.1 Plants and Trees.
 - 7.1.1 All patio trees, shrubs and vines must be contained within the patio boundaries and kept trimmed so that they do not interfere with maintenance of the exterior building surfaces.
 - 7.1.2 Trees, shrubs and vines planted along a fence must be kept trimmed at a level that does not obstruct the airflow between the units.
 - 7.1.3 Trees and shrubs must be maintained at a height no higher than the roofline of a two-story unit.
 - 7.1.4 Tree roots causing damage to a garage and/or house foundation or invading neighboring property must be removed by the Owner causing the damage, at the Owner's expense.
- 7.2 Structures and Exterior Building Surfaces.
 - 7.2.1 Prior to installation of any structures in patios an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee (see Sections 8.1 and 8.2 of the CC&Rs).
 - 7.2.2 Prior to painting or altering exterior building surfaces, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee (see Sections 8.1 and 8.2 of the CC&Rs).

7.3 Animals.

- 7.3.1 Patios must be kept clean of animal feces/urine to minimize pests and odor.
- 7.3.2 Animals must be contained within the property (patio, house or garage) or on a leash when in the Common Area.
- 7.3.3 Residents are required to keep their animals from disturbing their neighbors.
- 7.3.4 Residents with animals must follow all laws of the County of Orange and City of Cypress pertaining to licensing and the number of allowable animals.

7.4 Patio Covers and Patio Cover Replacement.

- 7.4.1 Prior to installation, an Architectural Approval Form (AAF) must be submitted to and approved by the Architectural Review Committee. The AAF must include a schematic drawing.
- 7.4.2 Contact information for the company or person to be completing the work must be submitted to the Committee.
- 7.4.3 City permits are required. Installation must comply with all civil building codes.

SECTION 8 - SOLAR PANEL, SKYLIGHT AND SOLAR TUBE INSTALLATION RULES

- 8.1 Prior to installation of any solar panel, skylight and/or solar tube (including a solatube), hereinafter referred to as a "solar device", an Architectural Approval Form (AAF) must be submitted by the unit's Owner and approved by the Architectural Review Committee (see Civil Code 714) and shall include:
 - 8.1.1 The vendor of the solar device, its installing contractor's name, address, California contractor's license number and:
 - 8.1.2 A set of mechanical-CAD drawings of the actual (not typical) plans for the proposed solar device installation on the specific Owner's property. The drawing shall include front, side and rear views, illustrating all dimensions of the equipment.
 - 8.1.3 The location of all components required to complete the installation, with their individual weights, and separate detail drawings of the mounting method and materials, and:
 - 8.1.4 An indication of all designated walk areas around the proposed solar device and
 - 8.1.5 An electrical schematic showing all electric cables, emergency disconnect devices, warning labels and a list of the equipment brand, model and warranty used in the installation.

- 8.2 The solar panel must be mounted on the garage area or the roof area of the unit, a skylight and/or a solar tube must be mounted on the roof area of the unit, with no part of the installed solar device, or items for its operation, entering the clear walk space or adjacent unit's area. A clear walk space of at least 36 inches (36") must be maintained on all sides of the installed solar device components. Garages or roofs with adjacent units may share the 36-inch walk space, i.e., 18 inches (18") on shared side.
- 8.3 The Owner and its selected solar company will consult with the TNHOA roofing vendor, or approved Association contact, prior to installation and shall comply with recommendations for maintaining the validity of the applicable garage roof or residential unit roof warranty. In accordance with the Association's roof replacement schedule, when a new roof is required, Owner is responsible for removal and reinstallation of solar device.
- 8.4 The Owner must maintain the area beneath and around the solar device and is responsible for repairing any roof water leaks within the dimension of the proposed device, including the clear walk space, or nearby leaks caused by the solar device or its installation.
- 8.5 The Owner assumes all responsibility for the applicable garage roof or residential unit roof under their unit and will indemnify the Association for any damage, present or future, caused by the installed solar device, including cost of repairs or damage to property, including, but not limited to, legal fees and permits, change in value for any damage to adjacent units caused by the installation, periodic maintenance, use of the solar device and any removal.
- 8.6 The current Owner of record of the subject unit at the time of installation must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of Solar Device, in a form to be provided, which document will be recorded at Owner's expense, for the County of Orange, California, and thereby bind them, as the current Owner and all future Owners, to the terms and conditions of these rules and approval is set forth in said Agreement.
- 8.7 With respect to any installation of a solar panel above the residential unit roof, if the installation may affect the efficiency of a similar future system on the adjoining residential unit roof property, the applicant must submit a solar site survey showing the placement of the solar energy system prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of a solar energy systems to determine usable solar roof area, and shall include a determination of an equitable allocation of the usable roof area between Owners with adjacent residential unit roofs.
- 8.8 With respect to any installation of a solar panel above the residential unit roof, the Owner must notify each Owner of an adjoining unit of the application to install a solar energy system.
- 8.9 With respect to any installation of any solar device above the residential unit roof, the Owner of record of the subject unit of the subject unit must maintain a homeowner liability coverage policy at all times and provide the association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter, an obligation which will be acknowledged in the applicable Agreement Containing Covenants Affecting Real Property Regarding the Installation of Solar Device, as an additional term.

SECTION 9 – OFF-STREET PARKING POLICY AND RULES

- 9.1 Within the TNHOA boundaries, a limited number of off-street parking spaces exist. It is the policy of TNHOA that all interested Owners, tenants or lessees shall have an equal opportunity to use the off-street parking on a first come first served basis.
- 9.2 Parking Rules.
- 9.2.1 All off-street parking spaces are for the exclusive use of current occupant Owners, tenants or lessees.
- 9.2.2 Owners who reside outside of TNHOA and rent or lease their units, relinquish their rights of usage of Common Area parking to their tenants (see Section 2.6 of the CC&Rs).
- 9.2.3 Use of the parking spaces is for temporary use only and shall be limited to one space per unit at a given time.
- 9.2.4 Each Lot is allowed to occupy a parking space for up to 72 hours and cannot reoccupy a parking space within 24 hours.
- 9.2.5 All city parking codes must be followed.

SECTION 10 – RENTAL/LEASE RULES

- 10.1 Owners are advised to review Sections 2.6, 2.7, 2.8 and 2.9 of the CC&Rs, prior to renting or leasing their Lots.
- 10.2 Delegation of Owner Rights of Use and Enjoyment. “Any Owner may delegate his rights of use and enjoyment of the Project, including any recreational facilities, to the members of his family, his guests and tenants, and to such other persons as may be permitted by the Bylaws and the Association Rules. However, if an Owner has sold his Lot to a contract purchaser or has leased or rented it, the Owner, members of the Owner’s family, and guests shall not be entitled to use and enjoy any of such rights while the Owner’s Lot is occupied by the contract purchaser or tenant.” (Section 2.6 of the CC&Rs).
- 10.3 Rental/Lease Rules
- 10.3.1 Owners are required to supply the name (see Section 2.7 of the CC&Rs) and for emergency purposes, the contact information of any tenant, lessee or contract purchaser.
- 10.3.2 The rental or lease agreements must require compliance with TNHOA governing documents (the CC&Rs and Association Rules) by the tenants or lessees (see Section 2.8 of the CC&Rs). The CC&Rs state under Article II Section 2.9, captioned Minimum Lease Term, that “no property shall be leased or rented for less than a 180-day period.” However, under Assembly Bill 3182, codified as California Civil Code §4741 and effective January 1, 2021, unreasonable restrictions concerning the rental or leasing of a Member’s subletting of his/her dwelling unit to another will

be prohibited. Consequently, as long as Civil Code §4741 is effective and has not been overturned by the Courts or withdrawn or modified by the State Legislature, our Association will suspend enforcement of the aforementioned Article II Section 2.9, although our Association will still enforce this restriction but only as to short term rentals and leases for a term of thirty (30) days or less.

10.3.2.1 Owners must provide a set of the CC&Rs and Association Rules to tenants or lessees before they occupy the unit.

10.3.2.2 To ensure compliance with these requirements, Owners must provide a copy of the rental agreement to the Board of Directors or Management with the rental dollar amounts redacted.

10.3.3 Tenants or lessees must communicate requests to TNHOA through the Owners except in emergencies, unless otherwise agreed to by Board of Directors or Management.

SECTION 11 – ELECTION RULES

ELECTION RULES OF TANGLEWOOD NORTH HOMEOWNERS ASSOCIATION

Adopted and Ratified July 28, 2020 These are the Election Rules and Procedures of Tanglewood North Homeowners Association (hereinafter referred to as the “Association” on occasion).

- 11.1 **Board Directors, Alternating Years of Election.** The election of the Board of Directors shall be held at the annual meeting of the Association. Three (3) Board positions shall be filled at such election in even numbered years, and four (4) Board positions shall be filled at the annual election in odd numbered years, on an alternating basis. The Board of Directors shall consist of seven (7) persons in total. See the Bylaws Article IV Section 4.1 and Section 4.2.
- 11.2 **Two Year Term.** Each Board member will serve a two (2) year term, or until the next election, whichever is longer. See the Bylaws Article IV Section 4.2.
- 11.3 **Vacant Board Positions.** Vacant Board positions will be filled by Board member appointment until the next election applicable to the vacant seat filled by such appointment. See the Bylaws Article IV Section 4.3.
- 11.4 **Candidate Must Be an Owner.** A candidate for the Board of Directors must be a current Owner of at least one unit at the Association. Nominations may be made by any Owner including nominating oneself. The Association will disqualify a person from nomination as a candidate if the person is not member of the Association at the time of nomination. If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for the purposes of being a candidate. See Civil Code section 5105(b)(2).
- 11.5 **Candidate Disqualifications.** A candidate will be disqualified: 1) if the candidate has a prior criminal conviction that prevents the Association from acquiring a fidelity bond or would result in the termination of any such bond, 2) if such candidate’s election would result in joint Owners of a separate interest serving on the Board at the same time, and/or 3) if such candidate is delinquent in assessment payments (and not for failure to pay fines), unless a) the candidate has paid the same under protest or b) has entered into an assessment payment plan. See Civil Code section 5105(c) & (d). However, any

such disqualified person will be given the opportunity to engage in Internal Dispute Resolution. See Civil Code section 5105(e).

- 11.6 One Vote per Unit, Cumulative Voting Allowed. The Owner (or Owners, jointly) of each unit may cast one vote for each board position to be filled at a given election. The candidates receiving the highest number of votes shall be elected as directors and shall take office immediately following their election. There shall be cumulative voting. Each unit will be entitled to cast one vote for each of the open Board director positions up for election, to cast all such votes for a single candidate, or, to be distributed among the candidates to be elected. See the Bylaws Article V Section 5.2.
- 11.7 Optional Biographical Information and/or Candidate Statement, No other Media Access. A candidate for the Board of Directors may submit a short biography of qualifications and/or a candidate statement to be included in the mailing of ballots. The Association shall not edit or redact any content from any such biography of qualifications and/or candidate statement, but may include a statement specifying that the candidate, and not the Association, is responsible for the content. Other than the foregoing, any candidate or Owner advocating a point of view will not be provided access to any Association media, newsletter or internet website during a campaign.
- 11.8 Canvassing and Petitioning. Owners will be allowed to canvass and petition Owners, Board members and residents in a reasonable manner with respect to elections. An Owner will also be allowed to reasonably distribute and circulate information about elections and candidates. Such activity may include mailing or sliding flyers under front doors, door mats or behind any screen. Such activity may also include passively handing out flyers in the common area. These activities must all be within reasonable hours and may not be made with such aggressiveness as to create a nuisance. Flyers shall not be affixed to common area walls, doors, windows and the like, nor to private vehicles. Civil Code sections 4515(b)(4) & (b)(5).
- 11.9 Common Area Meeting Space Available. Candidates and Owners will be allowed to use any suitable common area, or a community room, recreational hall and/or clubhouse meeting room, for the peaceful assembly and meeting with other Owners or residents, their invitees or guests, to conduct a "Meet the Candidates Forum" or the like for any election to the Board of Directors, or to conduct a "Town Hall Meeting" for persons to express points of view concerning other matters subject to membership vote, when not otherwise in use. There will be no charge for the use of any such meeting place, nor will the applicant for such space be required to make a deposit, pay a fee, buy a liability policy of insurance or pay a premium or deductible on the Association's insurance policy for such use. An area of separate interest with the consent of the applicable Owner may also be used for such an assembly or meeting. Civil Code sections 4515(b)(1) & (b)(3).
- 11.10 Number of Inspector of Elections. The Board of Directors shall appoint one (1) to three (3) Inspector of Elections. Civil Code section 5110(a). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all. Civil Code section 5110(d). Any Inspector of Elections' report is prima facie evidence of the facts stated in such report. Civil Code section 5110(d).
- 11.11 Who may Serve as an Inspector of Elections. An Inspector of Elections may be an Owner of the Association but not a director on the Board of Directors or candidate for the Board of Directors or related to a director on the Board of Directors or a candidate for the Board of Directors. An Inspector of Elections may be an independent third party, including but not limited to a volunteer poll worker with the county register of voters, a licensee of the California Board of Accountancy, and/or a notary public, but may not be a person or business entity who is currently employed or under contract to the Association for any compensable services other than as an Inspector of Elections. Civil Code section 5110(b).

- 11.12 Powers of Inspector. The Inspector of Elections shall determine the number of memberships entitled to vote and the voting power of each; determine the authenticity, validity, and effect of proxies if any; receive ballots; hear and determine all challenges and questions in any way arising out of or in connection with the right to vote; count and tabulate all votes; determine when the polls shall close; determine the results of the election; and perform any acts as may be proper to conduct the election with fairness to all Owners. Civil Code section 5110(c). An Inspector of Elections shall perform all duties impartially, in good faith, to the best of the Inspector of Elections' ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. Civil Code section 5110(d).
- 11.13 Nomination Process, Nominations May be Made from the Floor. The process for nominating a candidate to run for the Board of Directors shall be as follows in this section:

11.13.1 Self-Nomination. Any member of the Association qualified to serve on the Board of Directors may nominate himself or herself by personally delivering or mailing a letter or other writing advising the Board of Directors of his or her intent to run for a position on the Board of Directors, received by the Association no later than the Fortieth (40th) day before the ballot counting meeting of the membership, to be included on the written ballot mailed to Owners. An Owner may also self-nominate thereafter or from the floor of the election meeting before the close of any additional nominations. See the Bylaws Article V Section 5.1.

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

11.13.3 Close of Nominations. Candidate Nominations will be closed at 4:00 p.m. on the Fortieth (40th) day before the ballot counting meeting, with respect to such nominee's name being printed on the ballot. Any nominee(s) thereafter or from the floor at the election meeting must be handwritten on a blank space to be provided on the written ballot, by the Owner so voting.

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

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

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

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

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

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

The Association shall use the following procedures:

- a. The ballot itself is not signed by the voter but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and unit number that entitles him or her to vote.
- b. The second envelope is addressed to the Inspector of Elections, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector of Elections. The Owner may request a receipt for delivery at the beginning of the voting process.

11.17 Custody of Cast Ballots at Designated Location. The sealed ballots shall at all times be in the custody of the Inspector of Elections, or at a location designated by the Inspector of Elections, until after the tabulation of the vote.

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

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

11.20 Verification of Voter's Signature prior to Meeting, Cast Ballot is Irrevocable. The Inspector of Elections, or the designee of the Inspector of Elections, may verify the Owner's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated. Once a secret ballot is received by the Inspector of Elections, it shall be irrevocable. Civil Code section 5120(a) and the Bylaws Article III Section 3.8.7.

11.21 Use of Proxies. Members present at a membership meeting by proxy shall be counted toward the satisfaction of the quorum requirements. See the Bylaws Article III Section 3.4.2. However, proxy voting shall

not be allowed when Members' votes are solicited by written ballot in accordance with the Bylaws Article III Section 3.8 "action by written ballot without a meeting". Any matter or issue requiring the vote of Members, other than the election of Directors, may be submitted for vote by written ballot without the necessity of calling a meeting of the Members. See the Bylaws Article III Section 3.8.2. The person receiving the proxy is called a proxyholder. The proxyholder must be a member of the Association. If multiple proxies have been submitted by an Owner, such will be reviewed by the Inspector of Elections and the most current proxy issued (date and time) will be deemed valid. All other prior proxies will be null and void. Civil Code section 5130(c) requires that any instruction given in a proxy issued for an election that directs the manner in which the proxyholder is to cast the vote shall be set forth on a separate page. The first page contains the authorizing language giving the proxyholder the power to vote, the second detachable page contains the instructions on how the proxyholder is to vote on each director. Once a proxyholder registers at the membership meeting, the Inspector of Elections keeps the first page of the proxy. The second detachable page of instructions on how the proxyholder is to vote is given to the proxyholder along with a ballot. The proxyholder then votes the ballot in secret in accordance with the Bylaws Article III Section 3.5.1. Any such proxy shall not be valid for longer than eleven (11) months from the date of its execution unless otherwise set forth in the proxy, provided that in no case shall any proxy be valid for more than three (3) years from the date of its execution. See the Bylaws Article III Section 3.5.

11.22 Initial Quorum (50%) and Reduced Quorum Thereafter. The initial ballot counting meeting may, and will, be continued to another time and place if a quorum of fifty per cent (50%) of the total voting power of the Association is not met, by a majority of those present in person or by proxy, but no other business may be transacted. By operation of law, all ballots cast count toward quorum and are treated as a member present. An adjournment for lack of quorum shall be to a date not less than forty-eight (48) hours nor more than thirty (30) days from the original meeting date, and the applicable quorum for such meeting shall be twenty-five per cent (25%) of the total voting power of the Association. See the Bylaws Article III Section 3.4.1.

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

11.24 Election Results. The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Owners. See Civil Code section 5120(b).

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

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

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

11.28 Uncontested Elections. Ballots must be mailed out, returned and counted, even if the outcome is already known, in part because additional candidate nominations made by made from the floor of the election meeting. See Civil Code section 5100(a).

11.29 Recall Elections. Unless the entire Board is removed from office by the vote of Members, an individual Director shall not be removed prior to the expiration of his/her term of office if the votes cast against his/her removal would be sufficient to elect him/her if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of Directors were then being elected. See the Bylaws Article IV Section 4.3.

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

**ELECTION TIMELINE (BOARD OF DIRECTORS AND BALLOT MEASURES)
(Nominations from the Floor)**

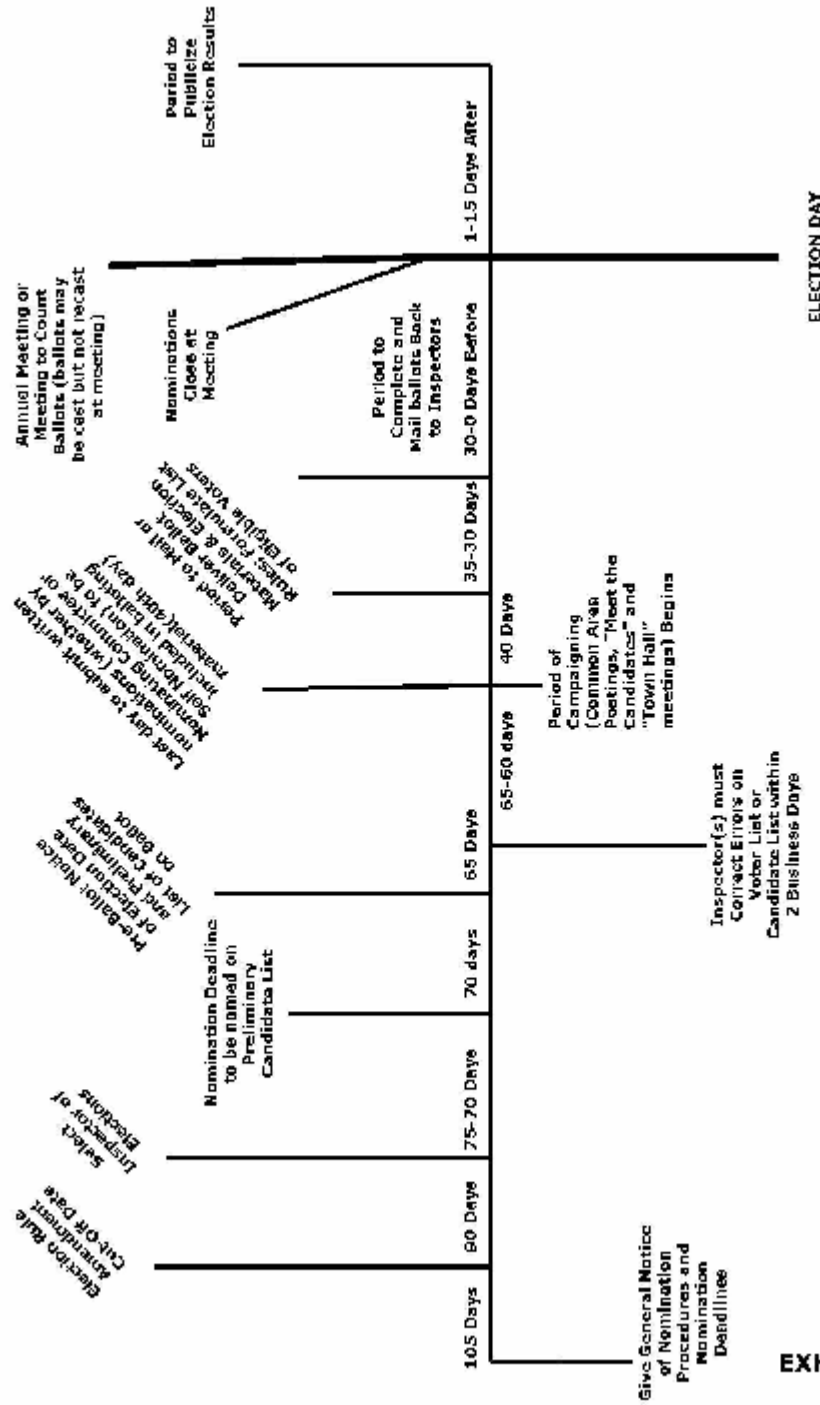


EXHIBIT A