

**EL ESCORIAL OWNERS'
ASSOCIATION**

**Rules and Regulations
Manual
and
Emergency Procedures**

Revised June 2020

RULES AND REGULATIONS MANUAL

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EMERGENCY PROCEDURES

In the event of an emergency, Residents or Guests may obtain assistance by calling one of the following:

- | | | |
|----|----------------------------------|---|
| 1. | Maintenance Supervisor: | 805-730-1728 |
| 2. | Management: The Management Trust | 805-348-4080 |
| 3. | Security Officer at Kiosk: | 805-568-5130 |
| 4. | Police, Fire, Paramedics | 911 |
| 5. | The Gas Company | 800-427-2200 |
| 6. | Edison | 800-655-4555 |
| 7. | Cox Communications | Call Management regarding Cable TV & Internet provided by the Association |
| 8. | Plumbing – R. J. Carroll | 805-963-8711 (See paragraph below) |

First call the Maintenance Department from 7:30 a.m. to 4:00 p.m. Monday through Saturday. If no response or if it is after hours, call Management. If you cannot contact either party immediately and need assistance, R. J. Carroll is recommended as they will respond to plumbing emergencies 24 hours a day and are familiar with the plumbing systems at El Escorial. Residents can call any plumbing company that will respond. If the plumbing emergency is caused by a problem originating in the Common Area, the Association will pay the invoice. If the plumbing emergency originates in the Owner's unit, the Owner will be responsible for payment. If the plumbing emergency is caused by a problem originating from an adjacent Unit, the Owner of the adjacent Unit is responsible for the invoice.

Do not hesitate to call the Security Officer or Police when appropriate.

Occasionally it is necessary for the Board of Directors or Management to authorize emergency personnel to enter an unoccupied Unit or its Exclusive Use Common Area, especially in the event of plumbing or flooding accidents, or an activated smoke or water alarm. In such instances, it is very advantageous to all concerned with timely correction of the problem, that a key to each Unit be available in the Maintenance Supervisor's office. All keys are kept in a locked vault. A key waiver form must be executed and provided to Management. If a locksmith must be called to gain entrance to a Unit, the Owner will be assessed for the cost of the service.

DEFINITIONS

ASSOCIATION: The term “Association” shall mean El Escorial Owners’ Association, its successors and assigns, a nonprofit mutual benefit corporation incorporated under the laws of the State of California.

BOARD: The term “Board” shall mean the Board of Directors of the Association

COMMON AREA: The term “Common Area” shall mean all of the Project, improvements thereon and airspace which are not part of any Unit. All Common Area shall be divided into Project Common Area and Building Common Area; however, any reference in the Project Documents to Common Areas shall include both Project and Building Common Areas unless otherwise specified,

CONDOMINIUM: The term “Condominium” shall mean an estate in real property consisting of (i) an undivided interest in common in a portion of the Project Common Area, (ii) an undivided interest in common in a portion of the Building Common Area, (iii) a fee interest in a Unit and (iv) easements in portions of the Project as provided in the CC&Rs.

EXCLUSIVE USE COMMON AREA: The term “Exclusive Use Common Area” shall mean those portions of the Common Area commonly known as the Patio, Balcony, Carport, Garage and Parking Spaces which are more specifically defined in the CC&Rs.

GUEST: The term “Guest” shall mean any person whose presence within the Project is approved by a particular Resident, including but not limited to family, friends, and service helpers (i.e. nurses, housekeepers.)

OWNER: The term “Owner” shall mean the holder of record fee title to a Condominium. If more than one person owns a single Condominium, the term “Owner” shall mean all Owners of the Condominium. The term “Owner” shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any person having an interest in a Condominium merely as security for performance of an obligation.

PROJECT: The term “Project” shall mean the property, The Villas of El Escorial.

PROJECT DOCUMENTS: The term “Project Documents” shall mean the Articles, Bylaws, the Covenants, Conditions and Restrictions (CC&Rs) and the Rules and Regulations as amended from time to time.

RESIDENT: The term “Resident” shall mean any person who lives in a Unit, whether as an Owner or with permission of the Owner, as a tenant, lessee, or otherwise.

RULES: The term “Rules” shall mean the Rules and Regulations adopted by the Board, including architectural guidelines, restrictions and procedures.

TENANT: The term “Tenant” shall mean any person who rents or leases a Unit from the Owner.

UNIT: The term “Unit” refers to a Separate Interest as defined in California Civil Code 4185 and shall mean that portion of the Project which is (i) shown on the Plan as an individually numbered space and (ii) designated on the Plan as a Unit. The boundaries of each Unit shall be to the interior unfinished surfaces of the perimeter walls, floors, ceilings, doors and windows. Each Unit includes the airspace encompassed

by its boundaries but does not include load bearing walls. Utility systems and components thereof and fixtures and appliances which are located wholly within the boundaries of a Unit and which service only that Unit are also part of a Unit. The approximate dimensions of each Unit are shown on the Plan; however, the existing physical boundaries of a Unit as originally constructed or as reconstructed in accordance with the original construction design shall be conclusively presumed to be its boundaries.

1.0 INTRODUCTION

- 1.1 Condominium living differs from living in single-family residences. The principal differences are proximity of Residents, joint ownership, usage and maintenance of residential surroundings which include walkways, common landscaped areas, carports, Common Areas in residence buildings and common use recreational facilities. Because each Owner shares an equal responsibility for preserving the attractive appearance and peaceful atmosphere throughout the development, the development will hereinafter be referred to as the “Project.”
- 1.2 This Rules and Regulations Manual (Rules) is part of the Association’s Project Documents, which also include the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and the Bylaws; all of which were established in compliance with the California Civil Code. In the case of a conflict between the Rules and the CC&Rs, the CC&Rs will apply.
- 1.3 The CC&Rs establish the authority of the El Escorial Owners’ Association Board of Directors (“Board”) to propose, amend, and repeal rules appropriate for the management of the Project. This manual represents the general policy and Rules approved by the Board. These Rules are intended for the mutual benefit of all Owners and Residents. Compliance with these Rules is necessary to keep El Escorial a pleasant place to live and to maintain and enhance property values.
- 1.4 The regulatory provisions of the Rules are applicable to all condominium Residents and Guests. Owners, including off-site landlords, will be responsible for the actions of their Tenants and Guests.
- 1.5 The Rules are effective from the date adopted by the Board. The Rules are subject to revision from time to time by the Board. The effective date of such amendment or addition will be indicated on the amendment. The effective date of such revision will be indicated by the date listed on the front page of the revision.

2.0 GENERAL REGULATIONS

2.1 Project Property

- 2.1.1 The Common Area refers to all portions of the Project not located within a Unit. The Project includes the Common Areas and the individual Units.
- 2.1.2 All Residents are requested to assist in the enforcement of the Rules. In cases where it appears that someone does not understand the Rules, one should take time to explain the Rules courteously or call Management.
- 2.1.3 Violation of Rules is subject to fines as set forth in the Schedule of Monetary Penalties and Fees - Exhibit “A.”
- 2.1.4 Each unit will be issued up to four (4) Common Area keys. Each Unit is allowed two (2) transmitters to gain entrance to the project. For each key or transmitter issued, there is an administrative fee. For each Common Area key or transmitter that is lost, a penalty assessment will be charged to the account of the Owner. For any Common Area key or transmitter that is not turned over to a new owner when a property is sold, a penalty assessment will be charged to the account of the selling Owner. Every Common Area key

and transmitter remains the property of the Association and may not be transferred to another Owner unless the recipient signs the official key receipt or transmitter receipt on file with Management. The transfer of keys and transmitters is accomplished through the escrow process. (See Schedule of Monetary Penalties and Fees – Exhibit “A.”)

- 2.1.5 All motorcycles, motor bikes and motor scooters (mopeds) are allowed only if licensed with a state and have current registration tags, and parked in a reserved spot or garage, unless a visitor pass is assigned and displayed. No skateboards, motorized skateboards, scooters or scooters with a motor attached (not licensed with a state) are allowed to be ridden on the premises or be stored in the patio, balcony or carport areas.
- 2.1.6 Loud, boisterous conduct or obscene language is not permitted in any part of the Common Area or in any Unit where such behavior hinders the quiet, peaceful enjoyment of those in the common area or a neighboring Unit.
- 2.1.7 The Owner of the Unit is responsible for the conduct of his or her Tenants and Guests. Owners are financially liable for fines imposed for violations of the Rules and any damage to the Association property caused by their Tenants or Guests as well as by themselves.
- 2.1.8 Residents are not allowed to discard or add any item to the Common Areas, including the Social Clubhouse, the Health Club and the building lobbies. All trash and litter, including cigar and cigarette butts, water bottles and newspapers must be disposed of in appropriate containers. Cleanup is self-policing and it is the responsibility of every resident to maintain the cleanliness and visual appeal of all Common Areas including Recreational Facilities.
- 2.1.9 Any person using the facilities (Pool, Spa, Health Club, Social Club, Tennis Courts and Barbecue Area) must have a Common Area Key or be accompanied by a Resident with a key. Each unit will be issued up to four (4) Common Area keys. Each Unit is allowed two (2) transmitters to gain entrance to the Project. For each key or transmitter issued, there is an administrative fee. For each Common Area key or transmitter that is lost, a penalty assessment will be charged to the account of the Owner. For any Common Area key or transmitter that is not turned over to a new Owner when a property is sold, a penalty assessment will be charged to the account of the selling Owner. Every Common Area key and transmitter remains the property of the Association and may not be transferred to another Owner unless the recipient signs the official key receipt or transmitter receipt on file with Management. The transfer of keys and transmitters is accomplished through the escrow process. (See Schedule of Monetary Penalties and Fees - Exhibit “A.”)

2.2 Common Area

- 2.2.1 Common Area is all of the subject property, improvements thereon, and airspace which are not part of any “Unit” as described in the CC&Rs, Article II – Definitions. It includes Project Common Area and Building Common Area. The Social Clubhouse, Health Club, building hallways, stairwells, trash rooms, laundry rooms and lobbies are all Common Areas.
- 2.2.2 The driving of any approved motorized vehicle in or about the grounds or in any portion of the Common Area, except roadways, is prohibited.
- 2.2.3 The riding of bicycles in any portion of the Common Area, except roadways, is prohibited.

- 2.2.4 The use of any part of the Common Area for commercial or business purposes is prohibited, except as stated under Section 22 – Real Estate Services.
- 2.2.5 No bicycles or strollers can be parked or stored in Common Area hallways. No strollers can be parked in carport areas.
- 2.2.6 Door mats and other personal items are prohibited outside the front door of a Unit in the Common Area hallways. Deliveries can be made to Units; however, Residents must take full responsibility. Residents should set a time when they will be in the Unit to accept the delivery or have a neighbor accept the delivery. Packages left by the door are not protected.
- 2.2.7 Door decorations (except during holidays) are prohibited in Common Area hallways.
- 2.2.8 No resident is allowed to decorate any Common Area without preapproval from the Board. Magazine exchange baskets are located in each building lobby to facilitate the sharing of current issues of magazines between residents, while keeping the lobbies visually pleasing. Books may be shared with other residents by being neatly added to the book shelves in the library, located within the Social Club.
- 2.2.9 The area for washing vehicles is located in the Service Yard area behind Building #300 and is for Residents use only. No vehicle repairs are to be performed in this area.

2.3 Unit

- 2.3.1 Each Unit shall be used solely for residential purposes. Except for uses within Units permitted by local ordinances, including home occupations where the business is conducted entirely within the Unit (not the garage or carport) and where no clients, customers, delivery persons or members of the public visit the Unit on a regular basis, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project.
- 2.3.2 No Unit shall be permanently occupied by more than two (2) persons per bedroom, except as allowed by state or federal housing laws.
- 2.3.3 Peepholes when installed can compromise the integrity of the front doors that are “fire doors”. Door stops also fall into the category of not meeting the “fire code”. Doorbells and door knockers are allowed only if approved by the Board; however, new peepholes may not be installed after 2014. Doorstops may not be used to prop open doors except for short periods of time while entering or exiting the Unit.
- 2.3.4 Internet Cable is available to all Units for casual residential use only. If any Resident is using his or her computer for business or other high internet use, the Resident must obtain his/her own internet service. A fine will be imposed on any Owner who uses the internet illegally or is in violation of this rule. Owners also will be fined for illegal use or violation of this rule by their Tenants. (See Schedule of Monetary Penalties and Fees – Exhibit “A”)
- 2.3.5 Cox cable allows each unit to have one Contour HD Box (for HBO, Showtime and basic cable) and one mini box for basic cable TV channels at no cost. If a Resident wants additional channels, the Resident must contact Cox Communications directly and the

Resident will be billed by Cox Communications for the additional channels/service. When the extra service is cancelled, it is important that the Resident notify Cox Communications to cancel “only” the extra service, and not to shut down the basic channels, HBO and Showtime provided by the Association.

2.4 Recreational Facilities

- 2.4.1 The Recreational Facilities include the Pool, Spa, Health Club, Social Club, Tennis Courts and Barbecue Area. All Residents and their Guests must observe the hours posted at the various Recreational Facilities. All Guests using the recreational facilities must be accompanied by the resident at all times.
- 2.4.2 Tenants have Owner privileges while they have possession of a Unit. An Owner relinquishes his or her Common Area privileges to his or her Tenant and may not use the Association’s Recreation Facilities, except as a guest of a Resident, as long as his or her Unit is rented or leased.
- 2.4.3 The Owner of the Unit is responsible for the conduct of his or her Tenants and Guests. Owners are financially liable for fines imposed for violations of the Rules and any damage to the Association property caused by their Tenants or Guests as well as by themselves.
- 2.4.4 Recreation Facilities are to be used in such a manner as to not disturb other Residents or Guests.
- 2.4.5 Trash and litter, including cigar and cigarette butts, must be disposed of in appropriate containers. Cleanup is self-policing and it is the responsibility of everyone to maintain the Common Areas and Recreation Facilities in a litter-free condition.
- 2.4.6 Pets are not allowed in the Recreation Facilities.

2.5 Children (Under the Age of 18 Years)

- 2.5.1 It is the responsibility of parents to see that their children comply with all of the Rules.
- 2.5.2 Playing is not permitted in the carports, driveways, stairways, corridors or elevators.

3.0

COMPLAINT AND RULE ENFORCEMENT

3.1 Enforcement

- 3.1.1 Failure by Residents or Guests to abide by the Project Documents may result in penalty procedures against the Owners.
- 3.1.2 Owners are liable for violations of the Project Documents committed by their Tenants or Guests. When a violation occurs, the Owner will have the responsibility for subsequent action as outlined hereinafter and as though he or she were the offender.

3.2 Filing a Formal Complaint

- 3.2.1 When a violation occurs, it may be brought to the attention of Management, an Owner, Resident or a Security Officer. After reporting the violation, the person who has first-hand knowledge of the alleged infraction must submit the complaint in writing via letter or email. The complaint, addressed to the Board in care of Management, must include the complaining party's name, date and information about the occurrence: who, what, when and where. The information submitted may be used by the Board of Directors or Management to verify the violation. Management will have authority to solve the complaint before the Board is notified. Complaining parties may be called upon to verify their complaints to the Board or in legal proceedings, if necessary.
- 3.2.2 If, in the judgment of Management, the complaint appears to be valid based on the information received and on whatever additional investigation is appropriate, Management will contact the Owner or property manager involved and attempt to resolve the complaint informally. If Management and the complainant agree that a satisfactory resolution has been achieved, the complaint will not be forwarded to the Board.
- 3.2.3 In case of an emergency or an extremely time-sensitive matter (e.g., a barking dog, a smoke alarm, a loud TV or stereo, loud party or loud appliances), the complaining Resident may call Management during business hours, the Security Officer on duty or the police at any time.

3.3 Due Process

- 3.3.1 If the complaint cannot be resolved informally, the letter of complaint will be forwarded to the Board and the procedures outlined in the CC&Rs, Bylaws and State law will be followed.

3.4 Violation Notices

- 3.4.1 When violations are noted by Management or the Security Guards, Violation Notices will be sent to the Owner or property manager. The violation being cited, and the date and time of the next Board meeting will be noted on the form. The meeting is set so Owners have the opportunity to discuss the violation with the Board. Tenants or other representatives of the Owners are not allowed to attend Board of Directors' meetings unless the Board receives and approves a written request from the Owner that another person can represent the Owner's interest.

3.5 Penalty Assessments and Correction of Violations

- 3.5.1 All fines are set forth in the Schedule of Monetary Penalties and Fees - Exhibit "A".
- 3.5.2 Continuation of the violation beyond the deadline indicated in the Violation and Notice of Hearing may result in additional penalty assessments as set forth in the Schedule of Monetary Penalties and Fees until Management determines that the violation has been corrected.
- 3.5.3 In addition to any fine levied, the Board may impose an additional assessment to cover the actual cost to the Association to repair any damage to Association property.

- 3.5.4 The Board may also suspend the right to use the Recreational Facilities for any rule violation.
- 3.5.5 All fines and charges assessed against an Owner for a violation will be applied to the Owner's account and will appear on the Owner's next statement of account. A reimbursement assessment levied against an Owner for the costs incurred by the Association to repair the Common Area damaged by an Owner or his/her Tenant or Guest may become a lien on the Owner's Unit in accordance with California Civil Code, Section 5725.
- 3.5.6 All letters and notices required under these procedures shall be mailed in the United States Mail, first class postage prepaid, and addressed to the Owner at the address of record. It is the responsibility of all Owners to notify Management, in writing, of any change in a mailing address.

3.6 **Enforcement & Rules Violation Hearing – See Exhibit “B”**

**4.0
NOISE**

4.1 **Noise Regulation**

While Residents enjoy the community atmosphere and close relationship with friends and neighbors, they also want their privacy and should respect the privacy of others. Because life in condominiums comes with common walls, floors and ceilings, one of the serious infringements on privacy is noise. It is important for Residents to consider the noise factors under which their neighbors must live and do all possible to be considerate. The following rules are intended to give everyone the quiet and peaceful enjoyment they deserve:

- 4.1.1 No excessive noise is permitted. Quiet hours are from 10:00 p.m. to 8:00 a.m. Sunday through Thursday, and on Fridays and Saturdays from 11:00 p.m. to 8:00 a.m.
- 4.1.2 TV, radio, stereo volume, phone and all conversations must be low and not audible outside the Unit.
- 4.1.3 While using the patio and balcony areas, unnecessary noises must be avoided.
- 4.1.4 Stereos and other vibrating equipment must not be located against the walls and must be insulated from the floor.
- 4.1.5 No running or making loud noises in the Common Area or Recreational Facilities is permitted.
- 4.1.6 No running or stomping in the hallways or on the stairs is permitted.
- 4.1.7 No operation of noisy appliances or motorized equipment (e.g., washers, dryers, exhaust fans, vacuum cleaners, garden tools, etc.), is permitted from 10:00 p.m. to 8:00 a.m. Appliances must be kept in good repair to avoid potential disturbance to neighboring Units.
- 4.1.8 Slamming doors and courtyard gates is not permitted.

5.0
EXCLUSIVE USE COMMON AREA

5.1 Balconies and Patios

- 5.1.1 Balconies and patios are visible as guests, residents and potential Buyers walk the grounds. El Escorial is an elegant, luxury property; patios and balconies must reflect that image. Residents are responsible for maintaining the cleanliness of their balconies and patios ensuring that all patio furniture and accessories are tasteful, clean and in good repair. All exterior furnishings and accessories shall be of a classic, upscale design in order to correspond stylistically with the elegant Mediterranean design of El Escorial. Plastic chairs and tables are not allowed.
- 5.1.2 Use of balconies or patios is limited to keeping a reasonable amount of neatly arranged outdoor furniture, tables and chairs, and appropriate plant materials. The Board recognizes both the increased interest in making patios and balconies an inviting part of a unit's functional living space, and the increased availability of beautiful outdoor furniture and decorating accessories. An Application for Patio Furniture Approval (available from Management) may be submitted to the Board for the approval of any decorator items that a Resident would like to have on the patio that are not generally considered "outdoor furniture (tables and chairs) or plant material". Use of artificial flowers and plants is discouraged; if artificial plants are used, they must be well maintained and not obviously artificial. Clotheslines or drying racks are not permitted. Clothing or towels may not be hung over rails, walls or furniture. Lantern type decorations may be used inside balconies and patios, but may not be placed on walls or railings. All candles must be battery-operated.
- 5.1.3 No storage of any sort including, but not limited to, bicycles, surfboards, toys, cold chests, gardening implements, mops, brooms, cleaning materials, etc., is permitted on balconies or patios.
- 5.1.4 Holiday decorations shall be removed no later than seven (7) days following the holiday celebrated.
- 5.1.5 No plant material may exceed eight (8) feet in height. Pots or containers for plant materials must be appropriately decorative; terracotta or neutral in color and compatible with the Mediterranean architecture of the Project. Terracotta colored heavy duty vinyl containers are acceptable. Use of non-decorative, black plastic nursery containers are not permitted. Pots that are clearly visible from the exterior and on patio ledges must be a minimum of two (2) gallons in size. Small pots may be used inside the patio or balcony areas as long as they are minimally visible from the exterior. All pots must contain healthy, manicured plants. Trellises are allowed in patio areas only, must be no more than six feet tall and must be the square design type trellis unless another style is approved by the Board. A trellis may not be attached to any wall. Planter boxes are allowed on the patio walls or balconies if approved by the Board. Any plants that are on the patio walls or balconies cannot encroach into the Common Area or walkways and are not allowed to grow on railings or attach to the side of the wall or building.

- 5.1.6 No wind chimes or bird feeders except hummingbird feeders are allowed on patios or balconies. No item can be attached or hung from light fixtures or stands unless approved by the Board. Birdseed cannot be placed outside in any open container or on a wall, ledge or the floor/ground since it attracts rats.
- 5.1.7 Owners wishing assistance in selecting patio landscaping and maintaining ground floor patio plants should contact the Maintenance Supervisor who may be able to assist in arranging services at the Owners' expense.
- 5.1.8 No alteration or improvement of balconies or patios, including installation of gates, may be made without approval of the Board. An Application for Modification form to request such approval may be obtained from Management. The protocol for installation of a patio gate may be obtained from Management.
- 5.1.9 Balconies - Great care should be exercised when sweeping or washing balcony floors and watering container plants to avoid debris or water dripping on balconies or patios below. Potted plants must have saucers large enough to catch the water overflow to prevent water dripping into a Unit below or staining or damaging the stucco.
- 5.1.10 Patio exterior wall ledges – Saucers for pots are not mandatory but are recommended. Any staining or damage to the stucco walls will be the responsibility of the Owner.
- 5.1.11 For safety reasons, pots and other items may not be placed on second or third floor balcony walls or railings.
- 5.1.12 No item is to be attached to the stucco, nor is any penetration of the stucco to take place unless approved by the Board of Directors. Any Resident who damages, punctures, or perforates the exterior stucco of the building in any way will be fined, and will be responsible for the cost of repair and any damage that results from the perforation. Owners will be responsible for any damage caused by their Tenants and may be fined. Fines are set forth in the Schedule of Monetary Penalties and Fees. (See Exhibit "A")
- 5.1.13 No patio or balcony flooring can be resurfaced without approval by the Board. All Owners must adhere to the Weep Screed at Patios and Deck to Wall Policy dated August 10, 2007. A copy of the policy may be obtained from Management.
- 5.1.14 Satellite Dishes may be installed on patios/balconies subject to the Requirements for Satellite Dish Installation approved by the Board on January 10, 2007. A copy of the policy may be obtained from Management.
- 5.1.15 Heaters on patios and balconies are prohibited.

5.2 Carports

- 5.2.1 The storage of wheelchairs is permitted. Motorized scooters for handicapped Residents are permitted. Bicycles, personal grocery carts and ladders are permitted on hooks under the storage cabinets. Hooks are available and will be installed at no charge by the Maintenance Supervisor. The storage of other objects such as strollers, boxes, or other materials in carports is not permitted outside of the secured storage lockers. Items stored

outside of the lockers are subject to removal by the Maintenance Supervisor and/or a notice of violation will be given.

- 5.2.2 Automobiles, motorcycles or motorized scooters that are licensed with a state may be parked in the assigned carport as space permits. The motorcycles or motorized scooters must be placed in front of a vehicle under the storage space only if the space is large enough. No motorcycle or motorized scooter is to be placed parallel to a vehicle or at such an angle that makes it difficult for neighboring residents to enter or exit their vehicle. No vehicle may protrude from the carport area into the driveway.

5.3 Garages

- 5.3.1 Garage doors must be kept closed except for entering and exiting. Lights must be turned off when not in use.

6.0

MAINTENANCE AND ALTERATION OF UNITS

When referencing alterations of units, the Common Area is considered all internal framing, piping, venting, electrical items or other equipment that exists in and under the interior unfinished wall surface. Common Areas also includes all areas outside the unit on the balconies and patios.

- 6.1 As stated in Section 5.3 of the CC&Rs, each Owner shall keep the interior of his or her Unit, including any and all fixtures, appliances, appurtenances and fireplaces, in good repair and condition. Each Owner shall have the sole responsibility and the exclusive right, at his or her sole cost and expense, to: (i) maintain, repair, paint, paper, panel, plaster, tile, carpet and finish the interior surfaces of the ceilings, floors and the walls of the Unit; (ii) repair, paint, finish, alter, substitute, add or remove any fixtures or utility connections attached to ceilings, floor or walls, including without limitation, toilets, showers, bathtubs, sinks, kitchen appliances, lighting and plumbing fixtures, telephone facilities, and doors within the unit with the consent of the Board if the change affects the Common Areas; (iii) maintain and clean the interiors and exteriors of any windows, sliding glass doors, and other glass surfaces of his or her Unit, including the interior of any skylights; (iv) maintain, repair and replace doors (with the consent of the Board for exterior front and sliding doors,) hardware, locks, screens covering doors and windows of his or her Unit and all hardware and locks on the interior of the Unit; and (v) repair any damage, including mold, to his or her Unit resulting from leaks originating in his or her unit, including but not limited to (a) leaks from faulty grouting around toilets, showers and bathtubs, (b) leaks from plumbing pipes, connections, or fixtures located within the interior of the Unit, and (c) overflowing toilets, sinks, washing machines, dishwashers, refrigerators/icemakers, showers or bathtubs. Any Owner undertaking a repair or alteration that affects the Common Area must submit an "Application for Modification" to the board for approval prior to beginning the work.

- 6.1.1 No hard flooring is allowed above the first level Units except in the kitchen, foyer and bath areas. (Note: Two "J" Units are exempt from this provision, as the developer's original plans for these Units called for the installation of hard flooring.)
- 6.1.2 Alterations of Units - Any contractors hired to perform work must be licensed and have the appropriate insurance which includes at least workers compensation and Commercial General Liability (CGL). Contact Management for forms and policy regarding alterations. (See para 6.6 for construction and contractor guidelines.)

6.2 **Water Damage**

- 6.2.1 Water damage is the single most devastating catastrophe regularly experienced in multi-unit properties. To prevent costly water damage, or damage of any kind to Units or Common Areas, Owners must perform regular preventative maintenance. El Escorial's Maintenance Supervisor has compiled a manual of maintenance tips (see section 6.3) to help Owners prevent water damage and other problems. Following this advice could save Owners much in the way of repair costs.
- 6.2.2 In the event a water leak originates from a Unit, the cost of all damage and repairs to the Common Area and to other Units will be the total responsibility of the Owner of the Unit where the leak occurred, including but not limited to leaks from faulty grouting around toilets, showers and tubs, leaks from plumbing pipes and fixtures in the interior of Unit, overflowing toilet, sink, washing machine, dishwasher, shower or bathtub. Also, any leak from a water valve or water line to the refrigerator for a water tap or icemaker will be the responsibility of the Owner. If an Owner alters or repairs any pipe inside a wall which is Common Area, the Owner will be responsible for any leak resulting from the alteration or repair.

6.3 **Critical Preventative Maintenance Duties include but are not limited to:**

- 6.3.1 Cleaning dryer vents at least once a year. Coordination with the Maintenance Supervisor is essential.
- 6.3.2 Inspecting annually the caulking around showers and bathtubs.
- 6.3.3 Installing heavy-duty (e.g., stainless steel) washing machine hoses.
- 6.3.4 Inspecting toilet wax rings (look for seepage).
- 6.3.5 Inspecting water supply lines to toilets, sinks and icemakers. The water supply to refrigerators is the single most costly repair for leaks in a Unit. If an Owner insists on using the water supply to a refrigerator, installing water alarms in this area is vitally important.
- 6.3.6 Inspecting flex hoses attached to faucet sprayers.
- 6.3.7 Installing first and second floor kitchen sink drain valves to help prevent back-ups into the kitchen area.
- 6.3.8 Maintaining smoke alarms and water alarms in working order, including timely replacement of batteries.
- 6.3.9 Keeping toilets free of material likely to block drains (e.g., sanitary napkins, wipes).
- 6.3.10 Placing a strainer over shower drain to catch hair.

6.4 **Garbage Disposals**

- 6.4.1 Frequent use of garbage disposals should be avoided. Due to the problems associated with garbage disposals, it is imperative that all contents be flushed down and out of the building by running the water for several minutes.

6.5 Owner Liability

- 6.5.1 THE ASSOCIATION HAS NO OBLIGATION TO, AND DOES NOT INSURE THE OWNER'S UNIT OR THE PERSONAL PROPERTY AND IMPROVEMENTS OF THAT UNIT. Each individual is solely responsible for insuring his or her Unit, as well as the property and improvements in his or her Unit. Owners must purchase types of insurance that they feel are necessary to adequately protect their interests. Owners are strongly encouraged to consult with their insurance agents about standard coverage and important riders (e.g., Loss Assessment).
- 6.5.2 Where a Resident or Guest causes damages to the Common Area, the Owner is responsible for repairs.
- 6.5.3 Risk management is very important. Insurance companies do not look favorably on frequent claims. Owners need to be certain they are adequately covered by their personal policies and be serious about performing regular preventative maintenance. When purchasing personal policies, it is recommended Owners check with the Association's insurer to avoid any duplication or lack of coverage.

6.6 Construction and other Vendor Guidelines

- 6.6.1 All contractors must be licensed and have the appropriate insurance which includes at least workers compensation and Commercial General Liability (CGL).
- 6.6.2 Construction may be performed from 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Quiet construction can take place on Saturday with the permission of Management.
- 6.6.3 At the bottom of the stucco in patios and balconies, there is a metal strip called a "weep screed". Tile must be installed a certain distance below the weep screed. Wrought iron gates can be installed in patios. Both require approval by the Board of Directors. Call Management for copies of the rules regarding these items.
- 6.6.4 Owners must contact the Security Guards to obtain passes for contractors.
- 6.6.5 All construction debris must be hauled away by contractors.
- 6.6.6 If the elevators are used to move large items, Owners must call Maintenance to install pads in the elevators.
- 6.6.7 Contractors must park in Visitor parking unless an Owner allows the contractor to park in his/her designated space.
- 6.6.8 Contractors must protect hall carpets from stains and construction debris and protect stairs from being damaged.

- 6.6.9 No music is allowed to be played by workers unless it is with earphones.
- 6.6.10 No animals may be brought to the site by construction personnel.
- 6.6.11 Contractors cannot prop doors open.
- 6.6.12 No penetration of stucco is allowed without the approval of the Board of Directors; i.e. installing patio gates requires penetrating the stucco.

7.0 LEASED UNITS

7.1. An Owner shall be entitled to rent or lease his or her Unit. The following rules apply:

- 7.1.1 A copy of the written rental or lease agreement, Rental Forms and Lease Processing Fee must be filed with Management on or before the beginning of each rental or lease period. The lease or rental agreement must include the names of all tenants and the length of the rental or lease period (90-day minimum).
- 7.1.2 Lease packets include lease forms, Rules and Regulations and other information. The forms must accompany the lease or rental agreement. These forms include: (a) Tenant Information Sheet; (b) Vehicle Registration Form; (c) Pet Registration Form; (d) Gate Remote & Medeco Key Form; (e) Tenant Abidance Agreement acknowledging receipt by the tenant(s) of a copy of the Rules and Regulations of the Association and agreeing to be subject to the provisions therein. Property managers must make copies for their Tenants. Owners who only lease one unit may pick up their packets from Management.
- 7.1.3 A penalty will be assessed for failure to submit copies of the rental or lease agreements and Tenant forms to Management each time an Owner's Unit is rented or leased. (See Schedule of Monetary Penalties and Fees – Exhibit "A").
- 7.1.4 The lease or rental agreement, completed forms and the Lease Processing Fee must be submitted to Management before parking decal(s) can be issued. Tenants may obtain no more than two 72 hour passes from the Security Officers before obtaining a parking decal, unless a longer period of time is approved by Management. (See Schedule of Monetary Penalties and Fees – Exhibit "A").
- 7.1.5 Owners are responsible for their Tenants' and Guests' compliance with the provisions of the Rules and Regulations Manual, and Owners or their designated property managers are solely responsible for providing a copy of the Rules to their Tenants.
- 7.1.6 Whenever an Owner leases his or her Unit, both the Owner and the Tenant are required to sign a lease addendum supplied by the Association that requires, among other things, (i) the lease be for the entire unit; (ii) no assignments or subleases are allowed; (iii) the Owner assigns rents from his or her Unit to the Association in the event he or she becomes delinquent in payment of assessments; and (iv) upon receipt of a notice of delinquency from the Association, Tenant agrees to deduct the amount of the delinquency from the rent owed to the Owner and to pay the amount of the delinquency directly to the Association, with the balance paid to the Owner. The Owner agrees that such reduced payment from

the Tenant shall equal the full amount of rent due from the Tenant for that time period and shall not penalize the Tenant for payment of the delinquent assessment to the Association.

- 7.1.7 Permanent parking decals are only issued to Owners; Tenant decals are issued to Tenants. There is no cost for a decal. There is a penalty fee if decals are not returned when a tenant moves out. (See Schedule of Monetary Penalty Fees attached as Exhibit "A")
- 7.1.8 Common Area Keys and Remote Transmitters are only issued to Owners or their designated property manager. It is the Owners' responsibility to provide Common Area Keys and Remote Transmitters to their Tenants.
- 7.1.9 An Owner relinquishes his or her Common Area privileges to his or her Tenants and may not use the Association recreational facilities, except as a Guest. All Guests using the recreational facilities must be accompanied by the resident at all times.
- 7.1.10 Owners must notify Management when a lease or rental agreement is terminated. Management must also be notified when there is a change in a property manager.
- 7.1.11 In the event an Owner leases to a corporation who in turn places individuals in a Unit, Tenant forms and an agreement must be submitted to Management showing that each Tenant will be living on the premises for a minimum 90-day period. The rules stated in 7.1.12 and 7.1.13 shall apply.
- 7.1.12 **LEASING OR LICENSING OF ROOMS:** The intent of this subsection is not to prevent Owners from allowing family members, significant others or close friends from staying in his or her Unit from time to time. Section 7.1.6 (i) requires that any lease at El Escorial be of the entire Unit to prevent an Owner from operating a boarding house or other facility where the Unit is divided up among tenants and the Owner is not present. This subsection is not intended to prevent an Owner from having a roommate; however, if an Owner intends to lease his or her Unit to one or more roommates (not prevented under the CC&Rs), the Owner must provide the Association with all the documents as set forth in Section 7.1.2. At minimum, a copy of a short lease must be given to the Association showing that the lease will not be less than 90 days. A fee must be paid to Management as stated in the Schedule of Monetary Penalties and Fees for each separate lease. The Owner must arrange for, and pay for, any additional keys, parking decals, or other Association property which he or she intends to share with the roommates. No additional keys or parking decals beyond what is normally available to the Unit will be provided because a roommate is in residence. Failure to provide all required information to the Association within six (6) days of the date the room(s) is rented may result in the imposition of a fine of up to One Hundred Dollars (\$100.00) per day. Rental for less than the minimum ninety (90) day period will be considered a short-term rental and result in a fine of up to One Thousand Five Hundred Dollars (\$1,500.00) per day for the first violation; Two Thousand Five Hundred Dollars (\$2,500.00) per day for any subsequent violation of these restrictions as set forth in the Schedule of Monetary Penalties and Fees for the Association. Only two people are allowed per bedroom except as allowed by state or federal housing laws.
- 7.1.13 **PROHIBITION AGAINST SHORT TERM RENTALS OR LICENSING FOR LESS THAN NINETY (90) DAYS:** This prohibition specifically prevents the renting, licensing, or leasing of Units for "short term" or "vacation" rentals for periods less than ninety (90) days. To prevent such short-term vacation rental use (i.e., commercial use) Owners at El

Escorial are prohibited from advertising their Units for short-term or vacation use [defined as less than ninety (90) days], either online or via other methods, and are further prohibited from listing their Units for less than ninety (90) day rental periods with a company in the business of acquiring tenants for such short-term use, such as AirBnB, VRBO, Paradise Rentals, or other online listing agents. Listing a Unit at El Escorial for short-term vacation rental which results in such a rental or use of the Unit for less than a ninety (90) day period shall constitute a violation of these provisions. If an Owner is found in violation of these prohibitions, the Board may impose a fine of up to One Thousand Five Hundred Dollars (\$1,500.00) per day for the first violation; Two Thousand Five Hundred Dollars (\$2,500.00) per day for any subsequent violation of these restrictions. Failure to provide all required information to the Association for a rental/lease within six (6) days of the date the unit is rented/leased may result in the imposition of a fine of up to One Hundred Dollars (\$100.00) per day. To ensure ninety (90) day rentals are enforced, once a rental contract has been submitted another new contract for the same unit cannot be submitted, and will not be allowed, with dates within the ninety (90) day timeframe of the previous rental agreement.

8.0 VEHICLES

8.1 Rules for Vehicles

- 8.1.1 All vehicles of Residents on El Escorial property must be registered with the Association, must have current registration tags, and must display a current Parking Decal. Failure of Residents to register a vehicle with the Association may result in the vehicle being denied access to the Project. If an unregistered vehicle is parked in the Project, it may be towed pursuant to California Vehicle Code Section 22658, 22658.1 (rules regarding removal from common interest developments) and 22853 (required notifications to governmental documents). Residents may not use temporary parking passes in lieu of obtaining a permanent parking decal.
- 8.1.2 Up to two permanent Parking Decals will be issued per Unit at no charge and must be permanently affixed inside the lower left corner of the front window of the registered vehicle(s). Residents requiring replacement Parking Decals must do the following:
 - A. Residents must turn in the old Parking Decals to Management.
 - B. Residents must register new vehicles.
 - C. When a Resident replaces a registered vehicle, the Resident may receive a replacement Parking Decal at no charge when the old Parking Decal is returned to Management. Parking decals cannot be transferred from one vehicle to another.
 - D. Parking Decals will not be issued to Residents when the Owner has an outstanding penalty assessment on his or her Unit.
- 8.1.3 Temporary Parking Passes (a One Day Pass or a pass renewable every 72 hours), which are issued by the Security Officers at the kiosk to Residents of vehicles without permanent Parking Decals, must be clearly visible on the left side of the vehicle dashboard while the

vehicle is parked in the complex. Management must approve Temporary Parking Passes issued for longer than 72 hours.

- 8.1.4 Owners are responsible for making sure their Tenants have information regarding El Escorial vehicle registration. No Unit shall be allowed more than two Parking Decals at any one time without prior approval by Management. Tenants will be issued a Parking Decal that is valid for the term of the lease. Owners must turn in their parking Decals when they lease or rent their Unit. Failure to return the Owner Decal will result in a penalty as stated in the Schedule of Monetary Penalties – Exhibit “A”.
- 8.1.5 Vehicles illegally parked in assigned spaces (without written permission) will be issued a violation upon notification to Management or a Security Officer. A vehicle may be subject to towing. Towing from carports or reserved spaces is the responsibility of each Owner. Call Management for instructions and assistance.
- 8.1.6 Vehicles parked in handicapped zones without a proper handicap ID, in loading-only zones for more than two hours, and in front of carports and garages are subject to being towed (see Exhibit “C”) and/or given a violation that is subject to a fine.
- 8.1.7 Vehicles parked within 15 feet of a fire hydrant, in a fire lane, or in a manner that interferes with an entrance or exit to El Escorial may be towed immediately.
- 8.1.8 There are seventy-two (72) unassigned Visitor Spaces, (64) have a green curb identification on the El Escorial property for El Escorial Residents. There are also (8) spaces (4 marked and 4 unmarked) on the East Beach Townhomes side of the easement driveway of Por La Mar Circle that are for the use of Residents and Guests for both projects on a first come, first-served basis.
- 8.1.9 Residents’ vehicles must be parked in their assigned spaces whenever possible.
- 8.1.10 Vehicles parked in unassigned Visitor Spaces must be moved every 24 hours.
- 8.1.11 At no time may Residents or their Guests park or maintain the following listed vehicles within the Project without written consent of Management: vans and trucks in excess of 18 feet in length and/or 6 feet 8 inches in width, boats, campers, recreational vehicles, trailers, commercial vehicles, mobile homes, and inoperable vehicles.
- 8.1.12 No part of the Common Area shall be used for repairs or construction of any vehicle.
- 8.1.13 It is the responsibility of each Resident to keep his or her parking space free of trash and debris.
- 8.1.14 Vehicles with malfunctioning or excessively loud anti-theft alarms are subject to violations as a nuisance. Such vehicles may be towed at the vehicle owner’s expense.
- 8.1.15 All motorcycles, motor bikes and motor scooters (mopeds) are allowed only if licensed with a state, registered with the Association and an Association decal must be displayed. They are subject to the same rules as other vehicles. No skateboards, motorized skateboards, scooters or scooters with a motor attached (not licensed with a state) are allowed to be ridden on the premises or be stored in the patio, balcony or carport areas.

8.1.16 The speed limit on all El Escorial streets is 10 mph. Speed limit signs are posted on the property and must be observed at all times. Speeding and other unsafe driving practices will be grounds for a violation that is subject to penalties.

8.1.17 Within the Project, vehicles may be washed only in the enclosed Service Yard behind Building #300. When washing vehicles, the gate must be closed.

9.0 SMOKING

Smoking is defined as tobacco cigarettes, marijuana cigarettes, pipes, cigars, vaping devices or any other smoking material.

- 9.1 Smoking Permitted: Smoking is permitted inside the interior of the Units only if it does not cause secondhand smoke to enter a neighboring Unit. If smoke is invasive due to prevailing breezes, the smoking Resident needs to close his or her doors and/or windows as a preventative measure. If a resident learns that smoke is entering a neighbor's unit through a vent, it is the resident's responsibility to seal all vents.

Smoking is permitted only in the portion of the Common Area extending from the carports and garages to the exterior property lines, including the circular driveway and kiosk, but specifically excluding the tennis courts, pet park and barbeque areas.

- 9.2 Smoking Prohibited: Smoking is prohibited on all decks, patios and balconies, hallways, the Social Club, the Health Club, the pool area, the tennis courts, the pet park, the barbeque area and the interior garden courtyard areas (i.e. all exterior portions of the property not specifically described as an area where smoking is permitted as stated in Item 9.1 above.)
- 9.3 Smokers are required to safely extinguish any type of smoking material and dispose of it properly in an appropriate container. Discarding of any type of smoking material on the ground, driveways or walkways or in the landscape planting areas is prohibited.

10.0 PETS

- 10.1 With the exception of one dog or cat and a reasonable number of caged birds and fish, no animals, livestock including pigs, uncaged birds, poultry, reptiles or any other pet shall be brought onto the Project or kept in a Unit or Exclusive Use Common Area.
- 10.2 Dogs must be leashed at all times except when in the Unit. Dogs are not allowed in any portion of the Common Area except when being walked to and from the unit, on roadways and walkways, and in the Pet Park.
- 10.3 Pets are not permitted to defecate or urinate in the Common Area including lawns, garden areas, building lobbies and hallways of the Project. Pets should be walked only on roadways, preferably outside the boundaries of the Project. A fine as set forth in the Schedule of Monetary Penalties – Exhibit "A" will be imposed on Owners whose pets or Tenants' pets leave droppings or urinate in the Common Area.

- 10.4 Pet Registration is required by all current Residents. Any Resident acquiring a new dog or cat must complete and return the Pet Registration form within 5 days of acquiring the pet, and all new Residents with dogs or cats must submit a completed form immediately upon moving in.
- 10.5 A Pet Park has been established for pets to relieve themselves. The Pet Park is located behind the carports to the left of the North entrance gate. Residents must clean up after their pets in the Pet Park.
- 10.6 No noise is allowed from pets that will prevent any neighbor from having peaceful, quiet enjoyment of his/her home.

11.0 POOL AND SPA

- 11.1 Residents and Guests using the Pool or Spa must obey all safety regulations posted in the Pool or Spa area. All Residents and Guests using the Pool or Spa do so at their own risk. No lifeguard is on duty. All Guests using the Pool and Spa must be accompanied by the resident at all times.
- 11.2 Residents cannot have Swimming Instructors or give swimming instructions for commercial purposes.
- 11.3 Permission for groups larger than four (4) guests per Unit to use the Pool or Spa area must be obtained in advance from Management.
- 11.4 Sand must be washed off before entering the Pool or Spa. There is a shower for this purpose inside the Pool area.
- 11.5 While in the Pool or Spa area, conventional bathing suits must be worn at all times. Thongs are not permitted. Females may not go topless.
- 11.6 Pets are not allowed at the Pool or Spa.
- 11.7 Pool and Spa Hours:
 - 11.7.1 The pool and spa hours are 8:00 a.m. to 10:00 p.m. Sunday through Thursday; 8:00 a.m. to 11:00 p.m. Friday, Saturday and the day preceding a national holiday.
 - 11.6.2 The Security Officer will lock all Pool and Spa area gates during non-use hours.
- 11.7 **Children at Pool and Spa:**
 - 11.7.1 Children under the age of fourteen (14) must be accompanied by an adult. Caution: Use of the Spa, with its high degree of temperature, may be hazardous to the health of young children and to adults with certain ailments.
 - 11.7.2 Infants, children and adults not able to control bodily functions will not be allowed to use the Pool or Spa unless wearing secure, snug-legged, leak-proof plastic pants or swimming suit, available from some makers of disposable diapers.
 - 11.7.3 Diaper changing is not permitted in the Pool or Spa area.

11.8 Behavior Not Allowed at Pool or Spa:

- 11.8.1 Jumping, running, diving, playing ball, boisterous play, loud talking, obscene language and nudity are not allowed.
- 11.8.2 Unoccupied poolside chairs and lounges may not be reserved by or for anyone not in the pool area.
- 11.8.3 Smoking is not allowed.
- 11.8.4 Audio use of cell phones is not allowed except in the event of an emergency such as a medical emergency or to call Security.
- 11.8.5 Eating while in or near the edge of the Pool or Spa is not allowed.
- 11.8.6 Obscene language and crude and abusive behavior are prohibited. Violation of this basic rule is grounds for removal from the pool area by the Security Officers and subject to a fine.
- 11.8.7 Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter pool water pursuant to State law.

11.9 Equipment and Articles Not Allowed at Pool or Spa:

- 11.9.1 Glass or breakable containers, inner tubes or rafts, playpens, cribs, large toys, musical instruments, music devices of any type without earphones, bobby pins or hair pins, and boogie boards are not allowed in or around the Pool or Spa.

**12.0
HEALTH CLUB**

12.1 Health Club Hours

- 12.1.1 The Health Club is in operation from 5:30 a.m. to 10:00 p.m. Sunday through Thursday; 5:30 a.m. to 11:00 p.m. Friday, Saturday and the day preceding a national holiday.

12.2 General Requirements

- 12.2.1 Use of the Health Club facilities is limited to El Escorial Residents and their Guests. All Guests using the Health Club must be accompanied by the resident at all times.
- 12.2.2 All Residents and Guests using the facilities do so at their own risk.
- 12.2.3 All children under the age of sixteen (16) must be accompanied by a responsible adult.
- 12.2.4 No one under the age of twelve (12) is allowed to use any exercise equipment.
- 12.2.5 Children between the ages of twelve (12) and sixteen (16) may not use any equipment unless supervised by a responsible adult.

12.2.6 Residents cannot have Personal Trainers or provide personal training for commercial purposes.

12.2.7 Residents must take phone calls outside; no audio use of cell phones permitted.

12.2.8 No music allowed unless Resident has head phones.

12.2.9 The Health Club is not a playroom for children when Residents are working out.

12.2.10 The last person leaving the Health club should ensure all lights and fans are turned off.

12.3 Safety and Health Requirements

12.3.1 Closed toe shoes are required (no sandals) when using the equipment.

12.3.2 Shirts and shorts or long pants are required.

12.3.3 A towel is required to wipe equipment after use.

12.3.4 No glass containers are allowed in the Health Club.

12.3.5 Drinking containers must be kept at a location away from the equipment unless the equipment has a bottle holder.

12.3.6 No running or “horse play” allowed.

12.3.7 All free weights must be replaced on racks after each use.

12.3.8 No food is allowed in the Health Club.

12.4 Courtesy Requirements

12.4.1 Resting on equipment between sets is prohibited. During rest periods, others must be allowed use of the equipment. Leaving personal belongings on equipment and/or leaving equipment on while going to use other equipment is prohibited.

12.4.2 Use of aerobic apparatus is limited to 30 minutes when others are waiting. Please tell the person waiting how long it will be.

13.0 SOCIAL CLUB RULES

The El Escorial Social Club is located in the structure just to the east of the El Escorial fountain. This building contains the main social room, library, Management office, kitchen, storage room and restroom facilities.

13.1 Social Club Hours

- 13.1.1 The Social Club is open from 8:00 a.m. to 10:00 p.m. Sunday through Thursday, 8:00 a.m. to 11:00 p.m. Friday, Saturday and the day preceding a national holiday.

13.2 Social Club Use

- 13.2.1 The Social Club may be used any time during open hours except when reserved for Board meetings, other Association business meetings or private parties.
- 13.2.2 Any Resident wishing to reserve the social club must register on a sign-up sheet that is located on the wall across from the library near the kitchen door. Using the Social Club for business purposes is prohibited.
- 13.2.3 Permission for groups [larger than eight, including resident(s), but no more than 35 persons, including resident(s)] to use the Social Club must be obtained in advance from Management. For groups larger than eight, Residents must complete a form and pay a \$500.00 deposit of which \$100.00 is non-refundable. Groups of eight people or less must pay a non-refundable fee in the amount of \$100.00 to obtain a kitchen key for any event.
- 13.2.4 No furniture is to be removed or borrowed from the Social Club.
- 13.2.5 The library is open to all Residents for borrowing or exchanging reading materials.
- 13.2.6 The television is available to all Residents. In order to use the audio equipment or the DVD, call the Facilities Manager.
- 13.2.7 For safety reasons, the kitchen is to remain locked except during Association approved events. Arrangements for use of the kitchen are to be made with Management.
- 13.2.8 Social Club keys are given at the discretion of Management for the kitchen or storage room.
- 13.2.9 Children under sixteen (16) must be accompanied by a Resident adult.

13.3 Social Club Activity Rules

- 13.3.1 After each use, all rooms must be left in clean condition. All tables must be wiped clean. All refuse (paper cups, plates, napkins, etc.) must be wrapped in plastic trash bags and discarded in the trash chutes or trash dumpster located in the Service Yard behind Building #300. Recyclables (e.g. empty bottles or plastic cups) should be placed in recycling containers.
- 13.3.2 All gatherings will be subject to the regulations regarding a nuisance. If complaints are registered during a function, those in attendance may be required to terminate their activity and disperse immediately.
- 13.3.3 Any damage must be reported to Management immediately such as spills on carpeting or furniture, broken glass, broken fixtures, etc.

14.0
TENNIS COURT

14.1 Tennis Court Hours

14.1.1 The tennis courts are open from 8:00 a.m. to 10:00 p.m. daily.

14.2 Use of Tennis Court

14.2.1 Courts are for the exclusive use of El Escorial Residents and their Guests for playing tennis only.

14.2.2 A sign-up board is provided for court reservations.

14.2.3 Residents cannot have Instructors or give instruction on tennis courts for commercial purposes.

14.3 Guests

14.3.1 There is a limit of four (4) Guests per unit.

14.3.2 All Guests using the facilities must be accompanied by a Resident with a Common Area key.

14.4 Tennis Court General Rules

14.4.1 Tennis players must wear tennis shoes. No jogging or black-soled shoes are permitted. Bare feet are not allowed.

14.4.2 No food or drink (except water in unbreakable containers) is allowed in the tennis enclosure.

14.4.3 The following are not allowed in the tennis enclosure at any time: glass or pottery containers of any kind, radios and/or musical instruments and equipment, animals, other sports or activities, such as skating, skateboarding, bicycling or sunbathing.

14.4.4 Abuse of nets, screens and court surfaces is prohibited.

14.4.5 Obscene language, crude behavior such as spitting, etc., and unsportsmanlike behavior, as defined by the USTA code of ethics, are prohibited. Violation of this basic rule is grounds for removal from the tennis enclosure by the Security Officers.

14.4.6 Owners are responsible for damage to this facility including damage caused by their Tenants or Guests.

14.4.7 Gates are to be kept closed and locked at all times.

14.4.8 When courts are full and others are waiting, the occupants of any one Unit may not use more than one court. Court time is one hour.

14.4.9 Children under the age of sixteen (16) must be accompanied by a responsible adult.

14.4.10 Failure to comply with these rules can result in fines and loss of court privileges.

15.0 BICYCLES

- 15.1 Bicycles may not be parked at any entrance, stairwell, patio, balcony or in the corridors of El Escorial.
- 15.2 Bicycles may be temporarily parked during daylight hours only in Bicycle Racks that are located at building stairwells and at other locations throughout the property. If left parked overnight, the bicycle will be removed and a violation will be given.
- 15.3 Residents or Guests may ride bicycles in the roadways only. Residents or Guests may not ride bicycles in the courtyard, pool area or on walkways.
- 15.4 Bicycles may be stored in carports, and it is recommended they be placed on appropriate hooks. Hooks are available and will be installed at no charge by the Maintenance Supervisor. Locks on all bicycles are recommended. Only one bicycle is allowed for each Resident living in a Unit; i.e. two bicycles for a one-bedroom unit if two people are registered for this Unit.
- 15.5 Limited, locked and covered bicycle storage is available to El Escorial Residents on a first-come, first-serve basis. The number of rented spaces per Unit may not exceed two (2). Each person renting a space will receive one (1) identifying decal and one (1) bicycle storage key. One replacement decal for a lost/replaced bicycle will be allowed at no charge. There will be a fee for each additional decal issued. Replacement keys will be issued when a written replacement request and a fee is received. Bicycle owners must provide their own bicycle locks. Unclaimed bicycles, or bicycles stored in the bicycle storage facility not displaying current identification decals, will be removed and stored elsewhere at the bicycle owner's expense. Rental fees are due January 1st of each year for a one-year period. Short term rentals must be paid from the start date through the end of the year. Owners may not rent a bicycle space if they are renting their Unit. Any funds not used will be reimbursed to the Resident. See Schedule of Monetary Penalties and Fees - Exhibit "A" for the cost of renting bicycle spaces.

16.0 BARBEQUES

- 16.1 Barbecue grills are not permitted anywhere on the premises except for those provided by the Association in the approved area located behind the Tennis Courts.
- 16.2 Reservations for use of grills in the Barbeque Area should be made in the space provided on the Tennis Court sign-up board.
- 16.3 All grill fires are to be extinguished by 10:00 p.m. Persons using the Association barbecues are responsible for cleaning grills and surrounding areas immediately after use.
- 16.4 Gas must be turned off immediately after use.
- 16.5 Barbeques are used at the users' own risk.

17.0 TRASH ROOMS

Maintaining the Trash Rooms in an acceptable degree of cleanliness, orderliness and freedom from disagreeable odors is a challenging task that demands the thoughtful cooperation of all Residents and Guests.

- 17.1 All trash must be bagged in plastic and tightly secured. Trash may not be left on the floor. Trash must be discarded down the chute, and recyclables must be placed in the appropriate bins. Trash must not be placed in the recycle bins.
- 17.2 Wet items, including kitchen garbage and cat litter, should be double bagged before being carried from the Unit to the trash room.
- 17.3 Bags of trash should be small enough to go down the trash chute without causing a blockage. Large trash bags and all trash that causes overflow in the trash rooms must be disposed of in one of the dumpsters located in the Service Yard behind building #300.
- 17.4 All cardboard boxes must be broken down and flattened. All small boxes may be stacked neatly near the recycling containers. If the first-floor recycling bin is full, recyclable material must be carried to the bins on the higher floors or to the Service Yard dumpster behind building #300. All large boxes must be discarded in the Service Yard dumpster.
- 17.5 The Maintenance Supervisor may be called to assist with the disposal of very large items.
- 17.6 Recycling rules posted on the Trash Room bulletin boards must be observed.

18.0 LAUNDRY ROOMS

- 18.1 The laundry rooms are open from 8:00 a.m. to 10:00 p.m.
- 18.2 Clothes must be removed within fifteen (15) minutes of each machine cycle completion.
- 18.3 It is recommended that powdered bleach be used to avoid possible spills and resultant permanent staining of carpeting. If using liquid bleach, the container must be tightly closed when going to and from the laundry room.
- 18.4 Dyeing of clothing in the washers is prohibited.
- 18.5 Laundry rooms must be left clean, and lights are to be turned off when rooms are no longer in use.
- 18.6 No article with dog or cat hair can be washed or dried in the machines.
- 18.7 Directions for use of the equipment must be observed and any equipment malfunction must be immediately reported to Coin Operated Machine Company posted on the wall of the Laundry Room.
- 18.8 The Association is not responsible for items stolen or lost from the laundry rooms.

19.0 WINDOW COVERINGS

- 19.1 Within ninety (90) days after the close of escrow for the purchase of a Unit, an Owner shall install permanent draperies or other suitable window treatments on all exterior windows. Only permanent non-reflective window coverings shall be allowed. Curtains, draperies and shades shall be lined in white or off-white so that only white or off-white is visible from the exterior. Shutters and blinds shall be white, off-white or natural wood finish.
- 19.2 In no event shall windows be covered in whole or in part with any makeshift treatment, including but not limited to paper, newspaper, aluminum foil or bed sheets. Transparent tinting or shading materials may only be used with permission of the Board.
- 19.3 No stained-glass windows, window boxes, or other decorative windows, or window decorations such as decals, shall be permitted on any exterior window in a Unit.

20.0 MOVING AND TRUCK DELIVERIES

- 20.1 Moving and truck delivery hours are Monday-Saturday from 8:00 a.m. to 6:00 p.m. No moving activity is permitted on Sunday or holidays.
- 20.2 The Maintenance Supervisor must be notified of all move-ins and move-outs of furniture and appliances that take place on the second and third floor units as padding must be installed in the elevators to protect the floors and walls.
- 20.3 Leaving an unattended door or gate tied or propped open is prohibited.
- 20.4 Items being moved or delivered must not block hallways or stairwells.
- 20.5 Small moving or delivery boxes must be broken down, flattened and stacked neatly near the recycling containers in the Trash Rooms. Large boxes must be discarded in the recycling dumpster in the Service Yard behind building #300.
- 20.6 All hallways and stairwells should be left in a clean condition and any damage should be reported to Management.
- 20.7 No "storage pods" are permitted to be stored overnight on the premises.
- 20.8 Deliveries from FedEx, UPS, etc. If a Resident desires to have a package safely delivered, the Resident should be at their unit to accept the package and sign for it or have a neighbor accept and sign for the package. The delivery company can leave a package by a Resident's door upon a Resident's request, but the Association will not take responsibility for any package left at a door.

Any loss will be between the delivery company and the Resident. No packages can be left at the kiosk.

21.0 SIGNS, POSTERS AND NOTICES

- 21.1 “For Sale” or “For Rent” - Signs permitted by California Civil Code Section 712 and 713 advertising “For Sale” or “For Rent” that are reasonably located on the Owner’s Unit in such a manner that the signs are in plain view of the public (if possible), of reasonable dimensions and design, and do not adversely affect public safety, including traffic safety. The “For Sale” or “For Rent” sign(s) may advertise that the property is for sale, lease or exchange by the Owner or his or her agent, give directions to the property, and identify the Owner or agent’s name, address, and telephone number. No such “For Sale” or “For Rent” sign may be placed in the Common Area without the permission of Management. Common area signs are approved by the Board.
- 21.2 Official notices of the Association will be posted in the glass-enclosed cases located in the entrance lobby of each residential building, in the Health Club and the Social Club.
- 21.3 Residents are permitted to post notices of general interest including advertisements of personal property items for sale and Units for sale or rent. Notices must be dated and removed thirty (30) days from posting date. Notices may be posted only on bulletin boards in laundry rooms, trash rooms and the Health Club.

22.0 REAL ESTATE SERVICES

22.1 Unit Sales and Rentals

- 22.1.1 It is the intent of the Owners’ Association to enable Owners, their real estate agents and their property managers to freely market their condos for sale or for lease within the constraints of what is required to maintain the security of the complex and to minimize any potential nuisance to their neighbors. An Owner is responsible for ensuring that the agent they choose to represent them is fully informed of the rules governing the showing of the property. Any potential rules violations caused by the Owners’ agents will be charged against the Owners and the Owner will be subject to any resulting fines.
- 22.1.2 Open Houses for the general public are permitted for Units offered for sale or rent, but are limited to two Open Houses per month. The maximum period of any Open House shall be three hours. Open House days are limited to weekend afternoons. The Security Officer in the kiosk must be notified when an Open House is planned and what Unit is being shown.
- 22.1.3 Open House Real Estate Agents – two real estate agents (or one agent and an assistant) are required to conduct an Open House. One agent must wait in the Social Club or at the entrance to a building lobby to greet prospective buyers while the second agent escorts the prospective buyers to view the properties. Prospective buyers must be accompanied at all times and should not be allowed to roam about the property.
- 22.1.4 Realtor Broker Opens (Caravans) – Broker Opens are limited to one open per listing. The Security Officers at the kiosk must be notified when there is a Broker Open, what Unit and what time it will take place. Broker Opens in Santa Barbara are scheduled on Thursdays. Two agents (or one agent and an assistant) are required to show a Unit on caravan. One

agent must greet the agents on caravan at the main door to the lobby and direct the agents to the Unit that is open. The second agent will remain in the Unit to greet the agents on caravan.

22.1.5 At no time may a real estate agent or Owner leave an exterior door or gate propped open.

22.1.6 During Open Houses and Broker Opens, real estate agent Open House signs directing the public or viewing agents to appropriate building lobbies or clubhouse are permitted as necessary.

Real Estate Showing by Appointment: When scheduling appointments for showing Units for sale or rent, Owners or real estate agents must provide the Security Officers with a notification of potential viewings and what Unit numbers will be shown. The real estate agent listing the Units may leave a Lock Box at the kiosk containing a Medeco Key and a door key to the Unit for sale or rent. When the listing agent has made an appointment with a showing real estate agent who will be using the Lock Box keys to gain access to the Unit, the Security Officer must be notified and provided with the name of the showing agent. Upon proper verification of identity, the Security Officer is authorized to give the showing agent the appropriate Lock Box containing the keys to the Unit being shown. The telephone number at the kiosk is 805-568-5130.

23.0 COMMITTEES

- 23.1 Committees are created at El Escorial to assist the Board in managing different parts of the HOA. Committees are created by the HOA Board and can be Executive, Mandatory, Standing or Ad Hoc Committees. The Board appoints homeowners to committees. A Committee can create a sub-Committee that will only report back to the main Committee
- 23.2 Committees can be as small as one person or as large as the Board wants to make it. Committee sizes are typically one to five members. Except for Executive Committees, there are no restrictions on who may serve on advisory Committees. The Board determines the criteria for Committee members.
- 23.3 Committee Chairs are appointed by the Board. Once appointed, the Committee cannot elect a different Chair; however, they can apply to the Board for appointment of a new Chair. A Board member can be selected as a Committee Chair.
- 23.4 All committees created by the Board must have a Charter. This Charter should outline the Committee responsibilities, boundaries of authority, budget if it exists, and duration of the Committee if not laid out in other governing documents. Charters should be reviewed yearly and revised as needed. Only the Nominating Committee has guidance laid out in other governing documents. Some Board duties cannot be placed in the charter for committees. Any contractors hired by a committee to perform work must be licensed and have the appropriate insurance which includes at least workers compensation and Commercial General Liability (CGL).
- 23.5 **It is recommended that a Board representative is assigned to each committee to act as a mediator or facilitator to ensure the intentions of the Board or Committee Charter are followed.**

23.6 **Executive Committees**

23.6.1 An Executive Committee may be created to respond to issues between meetings. The Executive Committee should be small.

23.7 **Mandatory Committees**

23.7.1 Mandatory Committees are required by law. The Nominating Committee is a Mandatory Committee created for obtaining nominations for the HOA Board election.

23.8 **Standing Committees**

23.8.1 Standing Committees are Committees that are ongoing and do not have a limited duration. Current Standing Committees are the Landscaping, Security and Architectural Committee.

23.9 **Ad Hoc Committees**

23.9.1 Ad Hoc Committees are created for specific purposes and will normally have limited duration. Some that have been created in the past include Gym, Asphalt, Decorating and Noise Committees

EXHIBIT “A”

EL ESCORIAL OWNERS’ ASSOCIATION **SCHEDULE** **MONETARY PENALTIES AND FEES**

California Civil Code Section 5850 requires that each Association distribute a schedule of monetary penalties and fees if the Association adopts, or has a policy imposing any monetary penalty, including any fee, on any Association member for a violation of the Governing Documents or rules of the Association, including any monetary penalty relating to the activities of a guest or invitee of a member. The schedule must be distributed to each Owner when adopted and upon any revisions of the schedule. The following is a Schedule of Monetary Penalties and Fees adopted by the El Escorial Owners’ Association.

For any violation of the CC&Rs and Rules and Regulations, the Association may levy a monetary penalty for any single violation not to exceed **\$2,000.00**, excepting penalties for specific items as stated below. Where the violation is a continuing violation, a new violation shall be deemed to have occurred each calendar day during which the violation exists.

When a Resident or Guest has damaged the Common Area, the Association may levy a penalty on the Owner in a sum equal to the cost to repair the damage and thereafter lien the Owner’s Unit, if payment is not made, as allowed by California Civil Code Section 5725.

Except for damages to the Common Area, the amount of the monetary penalty will be determined by the Board of Directors after considering the severity of the penalty, prior violations and the facts and circumstances under which the violation occurred.

Owners may be subject to the following fees and penalties for specific items, as follows:

Rental Administrative Fee - Mgmt	\$ 150.00
Remote Controls (2 allowed per unit)	\$ current cost
Penalty for lost Remote Control	\$ 100.00
Medeco Common Area Keys (4 allowed per unit)	\$ current cost
Penalty for lost Medeco Common Area Key	\$ 100.00
Annual Bicycle Storage Rental Space	\$ 60.00
Copy of Minutes by Mail – Annual Charge (Draft minutes are mailed)	\$ 12.00
Failure to Register a Vehicle	\$ 100.00
Failure of Tenants to maintain a current decal	\$ 100.00
Failure to Submit Rental Agreement – First Violation	\$ 250.00
Second Violation	\$ 500.00
Renting a Unit for Less than 90 days – First Violation	\$ 1,500.00

Second Violation	\$ 2,500.00
NSF fee and Stopped Payment Fee – Mgmt	\$ 35.00
Penetration of Stucco on Buildings Penalty	\$ 1,000.00
Illegal Activity on Internet Cable Penalty	\$ 1,000.00
Pet Relieving itself in Common Area Penalty – Up to ---	\$ 500.00
Charges for delinquent accounts up to, but not including preparation of filing of lien- Mgmt	\$ 150.00
Preparation for Filing a Lien	\$ 250.00
Failure for Owners or Tenants to return decals when moving out (except for Owners who will use EE as a second home)	\$ 100.00
Obligation to Maintain Document Fee	\$ 350.00
Escrow Transfer Fee	\$ 350.00
Loan Certification Fee	\$ 250.00
A Fee will be charged for Management handling any Owner Insurance claim.	
Copies - 13 cents a copy – Mgmt	

EXHIBIT "B"

ENFORCEMENT & RULES VIOLATION HEARING

Violation proceedings are in accordance with CA Civil Code 5855 as summarized below:

When the Board of Directors is to meet to consider or impose discipline upon an Owner, the Board shall notify the Owner in writing, by either personal delivery or first-class mail at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which an Owner may be disciplined, and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board of the Association shall meet in Executive Session if requested by the Owner being disciplined.

If the Board imposes discipline on an Owner, the Board shall provide the Owner a written notification of the disciplinary action by either personal delivery or first-class mail, within 15 days following the action. A disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this subdivision.

In the event an Owner fails to correct the violation within a reasonable time, the Board may correct the violation on behalf of the Owner. If the Board so corrects the violation, it may charge reasonable costs incurred, plus the fine imposed up to the date of the correction.

For purposes of this procedure for enforcement of the Project Documents, the reoccurrence of any violation described in a rules violation notice at any time within ninety (90) days from the date of the rules violation notice, shall be deemed a continuation of the violation initially described therein, and the penalty imposed, whether it be a monetary penalty or other penalty, shall continue to be imposed and/or enforced on each day that the violation occurs without new or further notice besides the initial rules violation notice being required.

The accumulated fine for any Owner shall be invoiced on the invoices for the regular monthly assessments. (or your write-up) The accumulated fine for any Owner shall be listed on the invoices for the regular monthly assessments.

The Board reserves the right, on a case by case basis, to use its sole discretion to compromise, settle or otherwise resolve any violation of the Project Documents in any manner deemed in the best interest of the Association.

If the Board determines that it is necessary to correct the violation by seeking injunctive or declaratory relief through the courts, the Board shall first initiate the Alternate Dispute Resolution as set forth in Sections 5925 to 5965 of the Civil Code.

The Board may initiate legal proceedings in the court of appropriate jurisdiction to collect any such fines.

EXHIBIT “C”

EL ESCORIAL OWNERS ASSOCIATION RULES FOR TOWING

1. **Instructions for Towing Vehicles – All towing must comply with the provisions of Vehicle Code Section 22658, 22658.1 and 22853. Vehicles may be towed only by the company or companies listed on the sign at the entrance to El Escorial.**

- A. VEHICLES PARKED WITHIN 15 FEET OF A FIRE HYDRANT, IN A FIRE LANE, OR IN A MANNER THAT INTERFERES WITH AN ENTRANCE OR EXIT TO EL ESCORIAL MAY BE TOWED IMMEDIATELY.

VEHICLES PARKED IN LOADING-ONLY ZONES FOR MORE THAN TWO HOURS ARE SUBJECT TO BEING TOWED. (If Residents are using this space to move in or out, Management can be called for an extension; otherwise the vehicle will be towed.)

- B. VEHICLES PARKED IN VIOLATION OF THE ASSOCIATION’S GOVERNING DOCUMENTS (OTHER THAN THOSE VIOLATIONS LISTED IN “A” ABOVE) MAY BE TOWED ONLY AFTER THE VEHICLE HAS BEEN TAGGED WITH A VIOLATION NOTICE FOR 96 HRS: FIRST A VIOLATION WILL BE PLACED ON THE VEHICLE THAT IS SUBJECT TO TOWING AND PENALTIES. SECOND: IF THE VEHICLE HAS NOT BEEN MOVED WITHIN 24 HOURS, THE VEHICLE WILL BE TAGGED WITH THE “BRIGHTLY COLORED STICKY” NOTICE PLACED ON THE VEHICLE FOR 72 HOURS FOR A TOTAL OF AT LEAST NINETY-SIX (96) HOURS. THE SECURITY OFFICER ON DUTY MUST CALL THE MISSION SECURITY OFFICE PRIOR TO TOWING.

1) There are 72 unassigned Visitor Spaces (painted green) available for Residents and Guests on a first-come first-serve basis. Vehicles parked in unassigned Visitor Spaces must be moved every 72 hours; if not, the vehicle is subject to being towed after being tagged for 96 hours.

2) Any vehicle parked on the premises that does not have a permanent or temporary parking pass is subject to towing.

3) If an unregistered vehicle is parked in the Project, it may be towed pursuant to California Vehicle Code Section 22658.

- C. VEHICLES ILLEGALLY PARKED IN ASSIGNED SPACES (without written permission) are subject to immediate towing. Towing from Carports and Reserved Spaces is the responsibility of each Owner. The Owner must contact a Security Officer on duty and sign a form at the kiosk approving the towing. No notices are required to be put on the vehicle.

EXHIBIT “D”

RULES REGARDING ELECTION PROCEDURES

The following rules apply when an election is conducted by the Association:

1. The Board of Directors shall call for submission of names of those interested in serving on the Board at least ninety (90) days prior to an election of directors at the annual meeting. This information will include a notice of the election procedure, the deadline for submitting the nominations and where to submit nominations. The upcoming election and nominees will be announced 30 days prior to sending out the ballots (60 days prior to the election date.) The ballots must be distributed 30 days prior to the election date deadline
2. Written secret Ballots are used for elections regarding notice of the procedure, election or removal of directors, amendments to the CC&Rs, and other cases as required by State Law. Ballots may not include the voter’s name, address, lot, unit or parcel number, or any other Member identifier. The Associations must mail out ballots and voting material to the members at least thirty (30) days prior to the deadline for voting, with instructions on how to return the ballots, and two pre-addressed envelopes for use by the members to return the ballots to the Inspector(s) of Election (Inspectors).
3. To vote, a Member must fill out his or her ballot, and then insert it into an inner envelope which contains no information identifying the voter. The sealed inner envelope with the ballot enclosed is then placed by the Member into an outer envelope. The Member must print his or her name and address at El Escorial or use a label or stamp showing his or her address at El Escorial in the upper left-hand corner of the return envelope, and the Member must sign his or her name below the return address. The Member then mails or delivers the ballot envelopes to the Inspector(s) and may request a receipt. Once the Inspectors(s) receive(s) a ballot, it is not revocable.
4. The sealed ballots must remain in the custody of the Inspectors or at a location designated by the Inspectors until after the tabulation of the vote. The Inspectors will also keep the signed voter envelopes, voter list, proxies and the “candidate registration list”. Membership rosters will include email addresses unless a member has chosen to opt out of the list as per civil code 5220. 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. The Inspector(s) or their independent third-party designee may verify the Member’s information and signature on the outer envelope prior to the meeting at which the ballots are tabulated but cannot open any of the envelopes until the time of the meeting. The secret procedure is not required for votes cast by delegates or other elected representatives; only for votes cast directly by Members of the Association. A Manager cannot serve as the Inspector of Election.
5. Quorum: If a quorum is required by the Governing Documents, each ballot received by the inspector(s) shall be treated as a Member present at a meeting for purposes of establishing a quorum. The inspector(s) should determine whether a quorum exists by unopened outer envelopes. The ballot envelopes will not be opened until after the quorum has been attained.

6. If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to an election, equal access shall be provided to all candidates and Members advocating a point of view. The Association shall not edit or redact any content from these communications but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of these communications.
7. Access to the Common Area meeting space shall be provided to all candidates during a campaign, at no cost to the candidate, and to all Members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election.
8. Members and residents may also use any Common Area meeting space, including a clubhouse or other facility, to meet with Members, residents, invitees, guests, public officials, and candidates for public office for purposes related to legislation, election to public office, referendums, and the like. No fees, deposits, or insurance requirements may be imposed on the use of such Common Area facilities for these purposes.
9. Members or residents may not be prohibited from distributing or circulating information or petitions, or canvassing in the development about issues related to the Association or Association elections, local, state or national legislation, election to public office, or the initiative, referendum, or recall processes, provided such activities occur at reasonable hours and in a reasonable manner.
10. Association funds shall not be used for campaign purposes (as defined by State law) in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law.
11. In an election to approve an amendment of the governing documents, the text of the proposed amendment shall be delivered to the members with the ballot.
12. Candidates must meet the following qualifications: 1) Members of the Association, 2) In good standing regarding assessments (if delinquent, a payment plan must be in place) and have no outstanding penalties or violations with the association (If penalties or violations exist, the member must be offered Internal Dispute Resolution before they can be disqualified.), and 3) not a co-owner with another director.
13. The procedure describing the manner in which candidates for election to the Board of Directors are nominated is specified in the Association's Bylaws, except where such Bylaws conflict with State law, in which case the State law provisions shall apply. Any Member may nominate him or herself or another Member for election to the Board of Directors by completing and submitting a Nominating Form to the Association management by the date specified on the form so that such Member's name can be included on the ballot. Nominations from the floor or write-in candidates are not permitted. In the event that the number of Members submitting their names for election to the Board is equal or less than the number of available openings on the Board, the Board will appoint those Members to the Board and cancel the election.

14. The qualifications for voting in an election and the voting power of each membership are specified in ARTICLE IV of the Association Bylaws.
15. The Board of Directors will determine the voting period for an election subject to the limitations contained in State law.
16. The Board of Directors shall appoint two (2) to three (3) independent third parties to act as Inspector(s) of Election and set the date of the annual meeting at least ninety (90) days prior to the annual meeting. An independent third party includes a volunteer poll worker with the County Registrar of Voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Director or a candidate for a Director or be related to a Director or to a candidate for a Director. An independent third party may not be a person, business entity, or subdivision of a business entity currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.
17. At least thirty (30) days before ballots are distributed the Association should prepare a candidate registration list and a voter list. The voter list must include each voter's name, voting power and the physical address of the voter's separate interest, parcel number, or both. The mailing address for the ballot must 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.
18. The Association must give notice of (i) the date/time/address to return ballots, (ii) the date/time/location of the meeting, and (iii) the list of candidates at least thirty (30) days before ballots are distributed.
19. The Association must allow members to verify the accuracy of their individual information on the candidate registration list and voter list at least thirty (30) days before ballots are distributed.
20. Polls will open at 8:00 a.m. on the day following the mailing of ballots and will close as determined by the Inspector(s).
21. Tabulated results of an election must be promptly reported to the Board of Directors of the Association.
22. Within fifteen (15) days of the election, the Board of Directors shall publicize the tabulated results of the election in a communication directed to all Members.
23. In the event of a recount or other challenge to the election process, the Inspectors shall, upon written request, make the ballots available for inspection and review by an Association Member or an authorized representative.
24. Except for meetings to count the votes, an election may be conducted entirely by mail unless otherwise specified in the Governing Documents.
25. The Inspectors' designee must retain custody of ballots for nine months after the election. At the end of this period, the Inspector(s) must turn over ballots to the Association, which must store the ballots in a secure place for no less than one year after the date of the election.

EXHIBIT "E"

IMPORTANT INFORMATION FOR OWNERS

1. **Carbon Monoxide Devices:** It is the Owners' responsibility to comply with state law by making sure that carbon monoxide devices are installed and working.
2. **Beeping Water Alert:** It is a recommendation by the Board of Directors that Owners purchase these devices to detect leak or overflow situations. They can alert neighbors when owners are gone so damage can be minimized. They should be placed in all areas where there is a possibility of a leak or overflow. If the device is beeping and no water is found, the battery could be at the end of its useful life. To remove the battery, insert a coin between the top and bottom halves of the case. Turn coin to separate. Disconnect and replace the 9-volt battery.
3. **Beeping Smoke Detector:** If the Smoke Detector is beeping, the manufacturer recommends turning off the power to the detector before attempting to remove it. Smoke detectors, if they are hard wired, can be removed from the mounting base by turning the device counter-clockwise. Once the device is removed from the base, the connector plug can be removed so that the device can be serviced. All Tenants should notify their Owners or Property Managers that the device has been disconnected. Management should also be notified immediately that the Unit is now unprotected.
4. **Real Estate Services:** Any Owner planning to rent or sell his or her Unit must assure that his or her real estate agent complies with the Rules contained in Section 22. The Owner will be responsible for, and may be fined for any violations of these Rules by the agent.
5. **Contact Information:** Each Owner is responsible for keeping Management informed in writing of any changes to his or her contact information, and for providing written, current contact information about all Tenants. All information supplied by the Owners is entered into the Association's computer system by Management within three business days of receipt, and to a limited extent, can be viewed by Security Officers in the kiosk.
6. **Registered Guests:** Each Resident may provide Management with the names of up to six registered guests per Unit. A registered guest is one who regularly visits and is approved for entry into El Escorial at any time, without a call from the Security Officer. Registered guests can be listed on the Vehicle Registration form or given to Management in writing.
7. **Unregistered Guests:** Residents must call the kiosk and notify the Security Officer on duty the name of the guest and the approximate time of arrival. If the Resident does not call the Security Officer regarding an incoming guest, the Security Officer will try to reach the Resident. If the Resident cannot be reached for approval, the guest will be turned away.
8. **Lobby Door Entry Code Number:** All Units are assigned entry code numbers that will open the front doors to the lobbies of your building without using the Medeco Key system. A request for the code number for your Unit must be made in writing to Management.
9. **Water Turn Off:** In the event that a Resident needs to temporary shut off water to install or repair fixtures or appliances, the Maintenance Supervisor must be notified two days in advance, so he can schedule the water outage and notify all other Residents in the building. In the event of an emergency, immediately call Management and the on-site security officer at the kiosk.