

CAMPUS VIEW II MAINTENANCE CORP.

December 19, 2017

Dear Neighbors,

With your significant help and guidance, the HOA Board adopted new Rules at its December 13, 2017 meeting. The Board is grateful for your thoughtful participation in this process all year. Your comments at the meeting in March and throughout the several versions have been critical for shaping rules that honor our common life and legal obligations.

We hope that we have achieved a sound balance with these Rules. While the Association has legal restraints and duties, we also need to protect the community values and practices that draw us all together. We enjoy the blessing of living here among each other, bound in purpose and mission in our work, faith, and lives. We want to perpetuate our neighborhood and the life we share together.

These Rules are now in effect. They take a different conceptual tack than other versions. These Rules reflect back to the CC&Rs that govern the neighborhood, so while they promote flexibility, they also require Owners to make reasonable steps to ensure compliance with the CC&Rs. In exchange for fewer proscriptive and prescriptive rules, each of us must be attentive to the CC&Rs and be ready to take reasonable steps to comply with our governing documents, to maintain a safe and healthy environment, and to care for each other.

The Rules include a requisite enforcement mechanism and a fine schedule, and they reflect the Board's legal responsibilities of enforcement and duties of compliance. Before getting to legal enforcement and fines, however, the new Rules include a graduated protocol for conversation, dialogue, informal and formal conflict resolution. The Board believes that almost all of our issues around compliance and rules can be addressed and solved with dialogue short of legal remedies. The legal remedies are necessary, but the new Rules promote a mechanism for resolving issues in collaboration with each other.

Please read these new Rules, and please share your questions and suggestions with the Board. These are our effective rules now, but we should always learn together as our neighborhood matures. Guessing and speculating about what the Rules are and what they mean are not necessary.

Likewise, if you wonder whether your home is not in compliance, we urge you to open conversations with the Board and management to discuss these questions in advance, before they potentially escalate. If you wonder whether another neighbor is in compliance, please ask them and discuss it, and feel free to bring those questions to the Board and management. Clear and open communication is essential to a healthy, thriving home for us all.

The Board is grateful to serve this wonderful neighborhood, and we wish you a merry Christmas, happy holidays, and a happy New Year.

Sincerely,

Jeff Baker

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CAMPUS VIEW II MAINTENANCE CORPORATION

Rules and Regulation

(Adopted December 13, 2017)

Campus View II Maintenance Corporation (hereinafter the “Association”), through its volunteer Board of Directors (“Board”), is responsible for management, maintenance and administration of a residential common interest development under the Association’s Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (“CC&Rs”) and Bylaws, which require the Board to manage and govern the affairs of the Property (i.e., the “Common Areas” and “Units”, as defined by the CC&Rs) commonly known as Campus View II.

The following Rules and Regulations have been adopted by the Board pursuant to the procedures set forth in Civil Code Section 4340 *et seq.* and have been adopted to enhance the value, desirability and attractiveness of the community. The Rules and Regulations consist of three sections: First, the Rules address the Board’s enforcement of the CC&Rs; second, the Rules address items not specifically identified in the CC&Rs, but which are important and essential to the operation and management of the community; and third, the Rules contain an enforcement policy and fine schedule.

In the event of a conflict between these Rules and Regulations and the CC&Rs, the CC&Rs will prevail.

1. CC&Rs

1.1 Introduction. The CC&Rs is a legal document that contains various “covenants” (i.e., promises), “conditions” (i.e., requirements) and “restrictions” (i.e., limitations). The CC&Rs is a contract and legally binding as to the Association and its members, who are owners of Units. Owners are responsible for reading and becoming familiar with the CC&Rs and their requirements.

1.2 Enforcement. All Owners must comply with the CC&Rs. Violations are subject to enforcement by the Association and/or Pepperdine University (“University”). The enforcement and fine schedule set forth in Section 3 is enforceable by the Association’s Board of Directors. Owners are responsible for the conduct of their family members, guests, tenants and invitees.

2. GENERAL RULES OF CONDUCT

2. Trash. All trash or waste must be deposited only in designated refuse containers/dumpsters. Boxes and other large refuse items shall be broken down due to limited space in the dumpsters.

2.1 Outside Drying or Laundering. The outside drying and laundering of clothes or other laundered items is permitted so long as it is not done on balcony or patio railings, awnings, or other parts of a structure or building, including, without limitation, fences. Exterior clotheslines and drying racks shall not be kept or maintained in the Common Area or affixed to any parts of a structure or building and shall be secured so as not to create a threat to life or property.

2.2 Patios.

a. Plants, patio furniture, and barbecue equipment may be kept on patios or balconies in a safe manner. Other items may be kept on patios or balconies to the extent approved in writing by the Board. Permitted items on patios and balconies must be secured and not pose a risk of harm to life or property. However, all other personal property shall be stored within the Unit. Personal property, including garbage cans, shall not be stored outside the Unit or in the Common Area or entrances to the Units. Personal property must be maintained so as to prevent water damage, mold and/or excessive wear and tear to balconies, patios, buildings and Units, and to prevent water intrusion onto other balconies, patios or adjacent building surfaces and structures.

b. All potted plants must have a tray placed underneath the pot to prevent water spillage onto the balcony and/or patio. Such trays, and any other device designed to hold water, must be raised above the surface of the balcony and/or patio in order to allow sufficient air flow to prevent damage. When watering such plants, it must not be in a manner that causes water to pool or encroach on the balconies and/or patios appurtenant to the Unit or other Units. Potted plants shall not be placed in a position on any balcony in which they will block any drains or obstruct drainage patterns.

2.3 Common Area Access Restrictions. Access to the following Common Areas is restricted to authorized contractors and service personnel only: roofs; retaining walls; trash enclosures and walls; trees; and slopes; except as designated by the Board in Exhibit "A" attached and incorporated herein. For safety, maintenance and preservation of property, all Owners, family members, guests, invitees and tenants are prohibited from climbing, walking or running on, and accessing, these restricted Common Areas. Common Area streets are subject to all applicable provisions of the Vehicle Code and other laws regarding permitted uses on public streets.

2.4 Pool, Spa and Play Area.

a. Persons 14 years or younger are not permitted in the pool and spa areas unless accompanied by an individual 15 years of age or older.

b. The pool and spa areas shall not be used, exclusively, or in a manner so as to prevent any others from making regular and reasonable use of same. Such areas shall not be used for commercial, non-residential purposes. Pool and spa rules, as posted and/or distributed, must be followed at all times.

c. All persons using the pool and/or spa do so at their own risk. **NEITHER THE ASSOCIATION NOR THE UNIVERSITY OR THEIR RESPECTIVE OFFICERS,**

DIRECTORS, EMPLOYEES OR AGENTS ASSUME ANY RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ACCIDENTS OR INJURIES OF ANY KIND OCCURRING IN OR ARISING FROM USE OF THE COMMON AREA, INCLUDING, WITHOUT LIMITATION, THE POOL AND SPA AND ADJACENT AREAS.

- d. No pets are allowed in the pool and spa areas or in the clubhouse.
- e. No pets are allowed on the artificial surfaces located within the play structures.

3. ENFORCEMENT POLICY AND FINE SCHEDULE

The CC&Rs provide the Board of Directors with the authority to enforce the covenants, conditions and restrictions in the CC&Rs and other governing documents (Bylaws, these Rules and Regulations, etc.).

3.1 Introduction. Violation of the Association's governing documents may result in, among other things, a phone call, courtesy notice, warning letter, fine, suspension of privileges, including, but not be limited to, voting rights and/or use of the Common Area recreational facilities, and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. While Owners are free to discuss violations or resolve problems, especially those of a minor nature, directly with other Owners, the Board is ultimately responsible to enforce the governing documents and may do so pursuant to this enforcement policy and fine schedule.

3.2 Monetary fines and penalties may be assessed against Owners for violations of the governing documents. Any fines levied pursuant to the below listed schedule that are not paid may result in the Association commencing collection proceedings against the Owner, which may include legal action. The Association by way of this policy is not waiving any of its other rights provided under law, its CC&Rs or otherwise.

3.3 Notice, Dispute Resolution, Due Process, and Enforcement

a. Upon receipt or knowledge of a potential violation of the CC&Rs, Bylaws, or Rules and Regulations, the Board may inquire with the reporting party or the Owner who may be in violation to determine whether a violation has occurred or is occurring. Upon receipt of a reported violation, the Board may designate specific Board members or the Property Manager to make inquiry with these parties to gather facts and to determine whether a violation may have occurred. If the Board, after receipt of a report from the designated Board member or the Property Manager, determines that a violation has not occurred, the Board will close the matter, notifying the Owner and reporting party if the Board determines that such notice is necessary or useful.

b. If the Board, after receipt of a report from the designated Board member or the Property Manager, determines that an Owner has or may have violated a provision of the CC&Rs, Bylaws, or Rules and Regulations, the Board will provide written notice to the Owner of the alleged violation and will commence an informal process with the

Owner to resolve the violation or potential violation. In this process, the Board will communicate the applicable provisions that govern the situation, will determine whether a violation has actually occurred, and will confer with the Owner to determine whether and how the Owner will come into compliance. This process may be through verbal or written communication, and the Board may designate certain Board members or the Property Manager to undertake this informal dispute resolution and enforcement process. If the Board determines that the Owner is not in violation of the CC&Rs, Bylaws, or the Rules and Regulations, the Board will close the matter. If the Board determines that the Owner has been in violation but that the Owner has resolved the violation or has provided sufficient assurances that the Owner will become and remain compliant, the Board will close the matter.

c. If the Board determines that the Owner is in violation of the CC&Rs, Bylaws, or the Rules and Regulations and that the Owner has not provided sufficient assurances that the Owner will become and remain compliant, the Board will commence a formal process to resolve the violation in advance of disciplinary sanctions. In this process, the Board may issue a formal warning letter to the Owner, identifying the specific violation, requesting a formal, written response, and inviting the Owner to an executive session of the Board to inquire about the violation. At this inquiry, the Owner will be permitted to explain their position and to refute the allegation of a violation, and the Board will assess the information it has gathered or observed related to the violation. At this inquiry, the Board will engage in a discussion with the Owner to identify any mutually agreeable means to resolve the violation without disciplinary sanctions. If the Board determines that the Owner has resolved the violation or has assured the Board that the Owner will become and remain compliant, the Board will close the matter.

d. After the informal and formal resolution processes, if the Board determines that the Owner remains in violation and has not offered sufficient assurances of compliance, the Board will commence proceedings to enforce the CC&Rs, Bylaws, and Rules and Regulations through disciplinary sanctions. The Board may consider levying the penalties set forth in sections 3.1, 3.5, and 3.6 after providing written notice to the Owner in violation, either by personal delivery or first-class mail, at least ten (10) days prior to a meeting to consider or impose discipline upon an Owner. The notice must contain the date, time, and place of the meeting, a description of the alleged violation, and the disciplinary options the Board will consider. At the meeting in executive session, the Board will permit the Owner to be heard on the alleged violation. The Board then will continue in executive session to determine whether to impose disciplinary sanctions against the Owner to address the violation and promote compliance. The Board shall not impose a penalty or suspension without giving the Owner written notification, by personal delivery or first-class mail, at least fifteen (15) days prior to imposing the penalty or suspension.

e. The Board reserves the right and authority to waive each of these provisions if necessary to respond to any violation that threatens the safety of the Association, its members, guests, or the public. In the event of a violation that threatens the safety of the Association, its members, guests, or the public, the Board may proceed immediately to available disciplinary sanctions and any and all means of enforcement available under California law.

3.4 Penalty Schedule. The monetary penalty policy for violations of the governing documents is as follows:

First Offense.....	\$50.00 *
Second Offense.....	\$100.00 *
Third and Subsequent Offense.....	\$200.00 *

*If a violation has not been cured, continuing fines may be imposed each day, week or month, as determined by the Board of Directors, in its reasonable discretion.

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner may be liable for those attorney's fees and all related expenses in addition to the fines.

3.5 Suspension of Privileges. In addition to or in lieu of fines, membership privileges may be suspended which include the suspension of voting rights and suspension of the Owner's right to use recreational Common Areas, which may also result in the suspension of the tenant or other resident's rights to use the recreational Common Areas.