

# **PASEO SERENO RULES AND REGULATIONS**

1. **Introduction.** Paseo Sereno (“**Community**”) is a community that is currently planned to contain up to 55 condominiums. Because community living relies on the mutual cooperation of all to be successful, Paseo Sereno Homeowners Association (“**Association**”) created these rules and regulations (“**Rules**”). Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

The Community is subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Paseo Sereno (“**Declaration**”), Articles of Incorporation of Paseo Sereno Homeowners Association (“**Articles**”) and Bylaws of Paseo Sereno Homeowners Association (“**Bylaws**”) (collectively, “**Governing Documents**”). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules from time to time. If you would like to contribute suggestions for these Rules, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and the Declaration, or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

These Rules constitute the “**Rules**” contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules for the good of the Community and the well-being of its residents. Please read these Rules carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules, you will encounter initially capitalized terms. Except as otherwise defined in these Rules or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

As a point of clarification, all references below to Association Property include, but are not limited to, Private Streets, landscaping tot lot, and all portions of the buildings, except the Units.

2. **Association.** The Association establishes and enforces these Rules and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Association Property" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association’s books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board is:

Paseo Sereno Homeowners Association  
c/o Seabreeze Management Company  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: (800) 232-7517  
Email: CustomerCare@Seabreezemgmt.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company. No representation or warranty is made that any systems or measures, such as limiting access devices, cannot be compromised or circumvented, nor that any protection for which intended or designed. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of Residence that the Association are not insurers or guarantors of safety, security or protection, and that each Member assumes all risks of personal injury, loss or damage to property, including the Residence and contents, resulting from acts of third parties.

**3. Communication and Voluntary Cooperation.** As an attached living community, Paseo Sereno is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

**4. Maintenance and Inspection Obligations.** Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Homeowner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property and other areas as specified in the Declaration.

**5. Severability.** If any of the provisions of these Rules are held to be invalid, the remainder of the provisions shall remain in full force and effect.

**6. Enforcement of Governing Documents.** If there is a violation of the Association's Governing Documents, including these Rules, then a Member may submit a written complaint via email to the Management Company. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

**7. General Rules for Association Property.** The following are general guidelines you, your tenants and guests must observe within the Community.

**7.1 Safety and Noise.** Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed.

**7.2 Damage Caused by Owner.** In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the

building, common facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and tenants at any time.

**7.3 No Obstruction.** No one may store or place anything in the Association Property other than in an Exclusive Use Easement Area. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.

**7.4 Outside Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung on decks or railings within the Community and there shall be no exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property.

**7.5 Civil Code Section 4515 Meetings.** Meetings that are held on Association Property in conformance with California Civil Code Section 4515 shall be subject to the hours of availability of any Association Property areas or facilities that are open to Owners and guests, as well as any reservation requirements, provided that Owners shall not be charged a fee or be required to make any deposit, buy insurance or pay premiums or deductibles on the Association's insurance policy when any Association Property is being used for such purposes. Owners shall, however, remain responsible for any damage caused to Association Property by such Owners or their guests, as provided in the Governing Documents, as well as compliance with applicable provisions of the Governing Documents and Applicable Laws, including without limitation restrictions on occupancy, noise and parking within the Community.

**7.6 Private Streets.** No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets.

**8. Conduct Affecting Insurance.** Please refer to Article 10 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

Nothing shall be done or kept in any Unit, Exclusive Use Easement Area or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in such Owner's Unit, Exclusive Use Easement Area or in the Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

**9. Use Restrictions.**

**9.1 Residential Use.** The Units shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Sections 2.2 and 2.3 of the Declaration.

**9.2 Exclusive Use Easement Areas.** Exclusive Use Easement Areas must be used as outdoor living areas only.

**9.2.1** It is the responsibility of the Unit Owner to ensure that existing drainage patterns on decks are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's buildings and structures.

**9.2.2** No Owner shall use any deck for storage purposes. No unsightly articles shall be permitted to remain on any portion of the Condominium Building that are visible from any other portion of the Community. Unsightly articles include items such as, but not limited to, sports memorabilia, shoes,

clothes, towels, cleaning supplies, toys, exercise equipment, play equipment, storage containers, storage furniture, items generally considered for use inside of a home, dead plants, statues and/or figurines. No screens, faux vegetation walls, bamboo walls, or similar like products, linens, blankets, rugs, swimsuits, or other personal objects or items may be hung within, placed, or stored on Exclusive Use Easement Areas. Items such as, but not limited to, shoes, shoe racks, containers, clothing, furniture generally used for interior purposes, sports flags, sports memorabilia, trash/waste cans, bicycles, skateboards, toys, and play equipment or exercise equipment may not be stored in any Exclusive Use Easement Area.

**9.3 Vibrations and Noise.** No Owner shall attach to the walls or ceilings of any Unit any fixtures or equipment which will cause vibrations or noise or unreasonable nuisance or damage to the Owners of the other Units or to the Association Property.

**9.4 Decks.** Certain of the Condominiums have Exclusive Use Deck Areas (“**Decks**”) appurtenant to such Condominium (“**Deck Units**”). Owner acknowledges that children and pets must be closely watched when on the Decks to prevent climbing over railings, falling and other such injuries. The Association is not responsible for Owner’s safety or the safety of Owner’s family, guests, invitees, tenants, agents, employees and pets when utilizing the Decks. Owner should not overload Decks due to excessive weight from heavy items and/or overoccupancy (too many people). The deadload on the Deck shall not be increased, which includes the prohibition of any additional fixture, such as a jacuzzi, spa or tub, to the Deck. The liveload on the Deck shall not exceed 60 pounds per square foot. Prior to installation or transportation of any heavy furnishings or equipment onto a Deck, owners of a Deck Unit should consult with a structural engineer or other qualified professional to confirm the heavy furnishings or equipment will not exceed the structural design of the Deck and that the flooring system will not be overloaded, damaged or otherwise adversely affected by such heavy furnishings or equipment. Heavy furnishings or equipment include, without limitation, heavy furniture, weight benches and heavy exercise equipment. The Association will not be responsible for any damages, loss or injury arising out of or in connection with the placement or use of any such heavy furnishings or equipment. Any damage caused to the Deck Unit, including the Deck and residence located thereon, shall be the responsibility of the Owner. The Decks are constructed with a waterproof coating over the wood. Therefore, any attempt to alter or penetrate the Deck (e.g., changing the slope of the Deck, sawing, cutting or drilling) could damage the integrity of the Deck, cause water intrusion into the Residence on the Deck Unit and/or cause additional damage to the Residence on the Deck Unit. The Association shall not be responsible for any damage or injury resulting from or arising in connection with the overloading or alteration of the Deck. Owner agrees that: (i) Owner will disclose the Deck waterproof coating to any person who rents, leases or purchases Owner’s residence; and (ii) Owner will indemnify and hold Association, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys’ fees and costs of court) arising from any breach of this provision. The Decks are sloped to downspouts located at the wall adjacent to the Deck. Each owner of a Deck Unit is responsible for the maintenance of such downspout drainage facilities and keeping the drainage facilities associated with the Deck in good working condition and free from obstructions. The downspout drainage facilities should be maintained regularly to prevent sediment and debris from obstructing the free flow of water from the drainage facilities. No owner shall interfere with the proper operation of such drainage facilities. Failure to properly maintain the drainage facilities in the Decks could cause flooding and water intrusion into the Residence on the Deck Unit or other Units. The Association shall not be responsible for any damage or injury resulting from or arising in connection with the failure to properly maintain the drainage facilities in the Deck.

## **10. Animals.**

**10.1 Governmental Regulations.** Please refer to Article 2 of the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of San Diego, California (“**City**”) and the County of San Diego, California (“**County**”) regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

**10.2 Number and Types of Animals.** Section 2.1 of the Declaration contains provisions regarding the number and types of animals that may be kept within the Community. No Owner shall keep: (a) more than a total of 2 dogs; (b) any dogs which, in the reasonable determination of the Board, are determined to be a threat to the safety of the Occupants, which shall not be allowed under any circumstances; or (c) more than 2 cats, or a combination of dogs and cats (but not to exceed 2 dogs and cats in total) within such Owner's Unit.

**10.3 Pets in the Association Property.** Dogs are allowed in the Association Property (excluding the Open Space) only if they are at all times on a leash. Electronic leashes are not permitted. Dogs shall not be tied to trees or any exterior building structure. Pets must be under the control of the resident or resident's guest when outside of the Unit or Exclusive Use Easement Area. Pet owners are responsible for any damage to person or property caused by their pets.

**10.4 Cleaning Up After Your Pet.** Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at their sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property improvements. No animal shall be bathed, at any time, within the Association Property (excluding the Exclusive Use Easement Areas).

**10.5 Disturbance from Pets.** Pets must be kept within the Unit when the Owner is away or cannot attend to them. Unreasonable and/or continuously barking dogs on Exclusive Use Easement Areas, or inside a Unit are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Unit in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and to contact the San Diego Humane Society at (619) 299-7012. For ongoing issues with an animal, the Board may elect the following enforcement actions: (i) fine, (ii) require behavior training for the animal and/or (iii) removal the pet from the Community, or any combination of these actions.

**10.6 Liability.** Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of their family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

**10.7 Outdoor Animal Structures.** Outdoor structures for the housing or confinement of any bird or other animal require design review approval in accordance with the process described in the Design Guidelines.

**10.8 Human Assistance Animals.** Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

**11. Modification of Units.** All Owners must comply with the Design Guidelines prior to modifying a Unit or Exclusive Use Easement Area. To the extent permitted under California Civil Code Section 4760, each Owner may modify such Owner's Unit and the route over the Association Property leading to the front door of the Unit, at the Owner's sole expense, to facilitate access to the Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Unit, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

**All Owners, contractors and subcontractors performing work in a Unit must comply with the procedures for contractors set forth in the Design Guidelines. These guidelines can also be obtained from the Management Company.**

**12. Water Submeters.** Each Owner with a submeter shall provide unobstructed access to the Association or metering company for any inspections and maintenance and shall remove any items from the garage that would prohibit inspection and maintenance of such submeters upon prior written notice of such inspection and maintenance from the Association or metering company. The submeters are located in the garage.

**13. Fire Safety Devices**

**13.1 Smoke Detectors and Carbon Monoxide Detectors.** Each Owner must maintain the smoke detectors and carbon monoxide detectors installed in the Unit. As part of this maintenance, the Owner must regularly replace all smoke and carbon monoxide detector batteries regularly.

**13.2 Fire Sprinklers.** The Association must maintain the fire sprinklers within the Unit. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in the Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Association Property, and the adjacent residences. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Cooperation with the required fire sprinkler inspections is required. Entry must be provided when testing occurs.

**14. Garages and Parking Rules and Regulations.**

**14.1 Declaration Parking Restrictions.** Section 2.8 of the Declaration contains vehicle, garage and parking restrictions, which includes:

**14.1.1 Authorized Vehicles.** The following vehicles are “**Authorized Vehicles**”: standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer’s rating or payload capacity of one (1) ton or less and vehicles which are the principal source of transportation for an Owner. Authorized Vehicles may be parked in any portion of the Community intended for parking of motorized vehicles subject to this Section; provided, however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over the streets or sidewalks in the Community or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and to adapt this restriction to other types of vehicles.

**14.1.2 Prohibited Vehicles.** The following vehicles are “**Prohibited Vehicles**”: (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats); (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines); (c) buses or vans designed to accommodate more than ten (10) people; (d) vehicles having more than two (2) axles; (e) trailers; (f) inoperable vehicles or parts of vehicles; (g) aircraft; (h) boats; (i) any vehicles or vehicular equipment deemed a nuisance by the Board, and (j) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Property including the Private Streets except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Association.

**14.1.3 General Restrictions.** Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or an Occupant and kept in the Community must be parked in the garage of that Owner to the extent of the space available, as provided in Section 2.8.5 (Garage Use). Unless otherwise permitted by the Association, no Owner shall leave his or her vehicle parked within the Community other than within a garage of such Owner's Unit, if the Owner or Occupant has more automobiles than will be accommodated within the garage. No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property, with the exception of minor or emergency automobile repairs, and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility. There is no guarantee, representation or assurance that vehicles will fit into the garages. Notwithstanding the foregoing, no storage is allowed in any garage which interferes with the parking of functional, operating, registered street legal vehicles.

**14.1.4 Parking Regulations.** The Association may establish additional regulations regarding any parking areas, including designating "parking," "guest parking," and "no parking" areas. Any vehicle parked within a fire lane may be towed without prior notice. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Property, including removing violating vehicles from the Community pursuant to California Vehicle Code Section 22658 or other Applicable Laws.

**14.1.5 Garage Use.** Parking spaces in the garages shall be used as the exclusive parking space for automobiles. . Garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner or Occupant to park the number of vehicles in the garage for which the garage was designed. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. It is the intent of this Section to require an Owner and Occupant, to the extent such Owner or Occupant has automobiles in the Property, to park such automobiles in the garage. Garage doors shall remain closed except for reasonable periods while the garage is being used. All garages shall be equipped with roll-up garage doors and functioning garage door opener.

**14.2 Private Streets and Parking.** Residents shall first use their garage before parking in the open parking spaces located in the Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Parking on the Private Streets is limited to one side of the street only. Due to emergency vehicle turn-around requirements, parking is not permitted in the cul-de-sacs.

**14.3 Prohibited Parking Areas.** Vehicles are not permitted to park in front of Condominium Buildings, garages, courtyards, or alleyways. No vehicle shall block or impede access of firefighting equipment to or through the Private Streets or fire hydrants in the Community.

**14.4 Vehicle Maintenance.** No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.

**14.5 Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or their sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

**14.6 Speed and Lights.** All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

**14.7 Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop

the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

**15. Odorous Matter, Offensive Conduct and Nuisances.**

**15.1 Nuisances.** As provided in Section 2.22 of the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community.

**15.2 Audio Volumes.** The volume of radio, stereo sets, television and musical instruments shall be kept at a reasonable level at all times, so other residents are not disturbed.

**16. Holiday Decorations.**

**16.1 Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from November 1st until January 10th. All other holiday decorations shall be permitted no more than 20 days prior to the holiday and must be removed within 10 days after the holiday.

**16.2 Location.** Holiday decorations must only be displayed from inside the Unit and within such Owner's Exclusive Use Easement Area. No Owner may place or adhere holiday decorations on Association Property structures or landscape. Owners may not damage or puncture the Condominium Building or eaves in the process of displaying decorations.

**16.3 Wreaths.** Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.

**16.4 Damage.** Each Owner is liable to the Association for any damage to Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or such Owner's guests, Occupants, Invitees or any resident of such Owner's Unit.

**16.5 Lights.** All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Condominium Building or eaves.

**17. Rental of Units.** Subject to the restrictions in the Declaration, any contractual agreement between an original Owner and the original developer of the Community, and Applicable Laws, an Owner shall be entitled to rent the Owner's Unit for a term of not less than 30 days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

**17.1 Management Company Notification.** Within 7 days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Unit, the Owner shall provide the names and contact information for the tenants to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy via the submittal of a completed Tenant Registration Form. A copy of the Tenant Registration Form is attached to these Rules. The tenant must also sign the Tenant Registration Form making certain acknowledgement. A copy of the lease, rental, or other agreement evidencing the Owner's permission for such lessee, renter, occupant, family member, guest, or other person, to occupy or use the Unit shall be included with the Tenant Registration form.

**17.2 Written Lease or Rental Agreement.** Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and **SHALL PROVIDE THAT ANY FAILURE TO COMPLY WITH ANY PROVISION OF THE GOVERNING DOCUMENTS SHALL BE A DEFAULT UNDER THE TERMS OF THE LEASE AGREEMENT.** Sections 2.4 and 2.5 of the Declaration contain provisions regarding rental of Units.

**17.3 Compliance with Governing Documents.** A copy of the Governing Documents including these Rules and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the tenant's occupancy. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Unit.

**17.4 No Right of Approval.** Other than to enforce the provisions of the Governing Documents, the Association shall have no right to approve the tenant or lessee on any basis, or to approve or reject particular business terms of the lease or rental agreement. If Owners provide the Association with the terms of any leases or rental agreements, renewals, extensions or amendments, such terms shall be held in confidence by the Association at all times and shall not be disclosed except to the limited extent necessary for the enforcement of the Governing Documents.

**17.5 Association Amenities.** Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Unit.

**17.6 Assessments and Voting Rights.** A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association. Tenants have no rights to attend Association meetings.

**18. Short Term Rentals.**

**ZERO TOLERANCE FOR SHORT TERM RENTALS. NO SHORT-TERM RENTAL OF UNITS FOR LESS THAN 30 DAYS.** Any rental, lease, or other occupancy of a Unit for less than a period of 30 consecutive days constitutes an impermissible nonresidential use of the Unit for transient or hotel purposes, such as, but not limited to, 'Airbnb' or any other similar short-term rental site, is in violation of the Governing Documents.

**18.1.1** Each Owner is prohibited from entering into any oral or written agreement to rent, lease, or use a Unit for time-share, hotel, or transient purposes for occupancy of a term of less than 30 consecutive days. Such prohibited conduct includes, without limitation, entering into an oral or written agreement to rent, lease, or use the Unit, which on its face or by its terms may provide for an occupancy term of at least 30 consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the Unit actually intends to occupy the Unit for a term of less than 30 consecutive days.

**18.1.2** The Board may determine that any other occupancy of a Unit that is less than a term of 30 consecutive days (irrespective of the terms of any oral or written agreement) is a violation of the Declaration (excluding instances where an Owner owns a Unit as second home and the Owner periodically occupies the Unit for a term of less than 30 consecutive days).

**18.2 No Rental of Unit for Transient or Hotel Purposes or providing of Transient Services.** Any rental, lease, or other occupancy of a Unit pursuant to which services normally associated with a hotel, such as meal service, maid/housekeeping service or excursions, are provided constitutes an impermissible nonresidential use of the Unit for transient or hotel purposes.

Each Owner is prohibited from entering into any oral or written agreement to rent, lease or use a Unit for hotel or transient purposes. Such prohibited conduct includes, without limitation, entering into an oral or written agreement to rent, lease or use the Unit in connection with so-called "birth tourism" (i.e., travel to the United States for the purpose of giving birth in the United States), if rental, lease or use of the Unit is associated with services normally associated with a hotel, as described above.

**18.3 Minimum Requirements for Lease/Rental Agreements.** Each Owner who leases such Owner's Unit shall do so by way of a written lease agreement. As noted above, each Owner is ultimately responsible for the conduct of the Owner's tenants; thus, it behooves each Owner who leases such Owner's Unit to comply with this Residential Use Enforcement Policy and include provisions in the

Owner's lease agreement to minimize the Owner's exposure to liability arising from the conduct of tenants and to include in the lease agreement all available remedies for action against tenants who violate any of the Association's Governing Documents.

**18.4 Enforcement and Fine Schedule for Violations of This Policy.** Any violation of the foregoing restrictions is considered an egregious breach of the Declaration and violation of the residential use limitations contemplated under the Declaration. The fine schedule set forth below shall control for any violations of this Residential Use Enforcement Policy, notwithstanding any other provision of the Association's Violation Enforcement Policy. In developing the fine schedule for violations of this Residential Use Enforcement Policy, the Board considered that an Owner may receive a significant sum of money for short-term leasing of a Unit for less than a period of 30 days in violation of the Declaration. The Board further considered that an Owner or such Owner's resident may generate a significant sum of money by conducting commercial activity in a Unit or anywhere within the Community.

**19. Signs.** Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any Applicable Laws.

**20. Potted Plants.** All potted plants located on a Unit shall be adequately maintained and of a reasonable quantity and size. No potted plants contained within an Exclusive Use Deck Area shall be permitted to extend outside of such area. No water is permitted to leave the potted plant container. In the event water drips/leaks onto the Condominium Building, the Owner could be charged for power washing and/or painting the impacted area of the building.

**21. Trash Disposal.** Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages except on the scheduled day for trash pickup. Owners are responsible for bringing their trash cans and recycling bins to the curb along the private street on trash collection days. All trash must be placed into the trash cans. No items can be placed outside for collection which are not included in the trash cans unless the Owner has coordinated with the trash collection company for a large items pick-up. Information on recycling as required by the San Diego Code Section 66.0760(f) is attached hereto.

**22. Noise Control.** Residents and their guests should be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department. A resident may email the Management Company regarding the excessive noise.

**23. Tot Lot and Park.** There is a tot lot and park area located within the Community that is for the use and enjoyment of Owners, residents, tenants and their guests. The tot lot and park is for private use and not available to the public. The following rules apply to the park and tot lot areas in the Community.

**23.1 Prohibited Activities.** The following are prohibited in the park, tot lot and greenbelt areas: skateboarding, roller blading, bicycling, motorized equipment, air guns, BB guns, bows and arrows, fireworks, hitting golf balls, model rockets, motorbikes, all-terrain vehicles, power model airplanes, sling shots, knives or swords, fireworks, loud or boisterous language or music, illegal drugs or any item or activity prohibited by law.

**23.2 Notification of Management Company.** The Management Company must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to either tot lot, the park or greenbelts for any reason.

**23.3 Protection of Property.** Attaching or affixing any object, sign, decoration with tape, nails or other means to any trees, posts or other improvement within the tot lot or park or greenbelt areas is prohibited. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident, vendors or attendees, by theft, damage or other means.

**23.4 Park and Tot Lot Hours.** The park and the tot lot shall be available for use by Owners, residents, tenants and their guests between dawn and dusk only.

**24. Community Guidelines Basics.** Always be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

**25. Design Review.** Remember that if you want to make any modifications or changes to your Unit, you must contact the Management Company for Design Guidelines and the forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval must be obtained before undertaking any modifications.

**26. Procedures for Enforcement of the Governing Documents.** The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

**26.1 Reporting of Violations.**

**26.1.1 Reporting Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

**26.1.2 Written Complaints.** All complaints must be submitted via email to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

**26.1.3 Confidentiality.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board to be heard regarding the alleged violation.

**26.2 Violation Notification.**

**26.2.1 Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the Unit is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner or the Owner's tenant.

**26.2.2 Violation Notice and Notice of Hearing.** Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant, if any, at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

(a) an explanation in clear and concise terms of the nature of the alleged violation;

(b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and

- (c) the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

### **26.3 Hearing Procedures.**

**26.3.1 Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing ("**Hearing**"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

**26.3.2 Owner's Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

**26.3.3 Board's Findings.** The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules.

**26.3.4 Sanctions.** If the Owner has corrected the violation within the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

**26.3.5 Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 30 days following the action.

**26.4 Suspension of Privileges and Monetary Penalties.** If the Board finds an Owner (and/or such Owner's guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or such Owner's guests, residents or tenants) right to use the recreational facilities;
- (c) Suspension of an Owner's (and/or such Owner's guests, residents or tenants) membership rights and privileges (other than voting rights);
- (d) Removal of any non-conforming structure or improvement; and

(e) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

**26.5 Fine Schedule.** The Board may impose only 1 fine within any 30 day period. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule:

<b>Violation</b>	<b>Range of Fine Amount</b>
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$400

Any fine can be doubled by the Association for each recurrence within a 6 month period.

**26.5.1** All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Unit. Any and all fines shall be billed to the Owner's account for the Association.

**26.5.2** The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

**27. Enforcement and Fine Schedule for Short Term Rentals (S.T.R.).** All Owners are prohibited from the rental of their Unit that is deemed transient or less than 30 days. The use of Airbnb or any similar rental sites is strictly prohibited if the rental is less than 30 days. The Board understands Owners benefiting from the use of short term rentals may receive a significant sum of money for rentals less than 30 days, and so in recognition of such, together with strong policy of wishing to preserve the residential use of Unit, and as a disincentive against violations, and to prevent an Owner from profiting from violation the Declaration, the Board, in its discretion, may levy a fine against an Owner for utilizing their Unit for transient purposes with the following:

**27.1 Enforcement and Fine Schedule for Short Term Rentals (S.T.R.).** All Owners are prohibited from the rental of their Unit that is deemed transient or less than 30 days. The use of Airbnb or any similar rental sites is prohibited if the rental is less than 30 days. The Board understands Owners benefiting from the use of short term rentals may receive a significant sum of money for rentals less than 30 days, and so in recognition of such, together with strong policy of wishing to preserve the residential use of the Unit in the Community, and as a disincentive against violations, and to prevent an Owner from profiting from violation the Declaration, the Board, in its discretion, may levy a fine against an Owner for utilizing their Unit for transient purposes with the following:

<b>Violation</b>	<b>Range of Fine Amount</b>
First Violation	\$1,000 per night rented
Second Violation	\$2,000 per night rented
Third Violation	\$4,000 per night rented
Fourth Violation	\$8,000 per night rented
Continuous Violation	Fine amount can double at each hearing

In addition, a fine in the amount of \$1,000 may be imposed for failure to timely notice the Association of entering into a lease agreement as required herein.

The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this Policy (e.g., the lease agreement requirements) shall subject the responsible Owner(s) to monetary fines in accordance with the Association's regular Fine Schedule contained in the Rules and Regulations and/or all other the remedies provided under the Governing Documents or otherwise authorized in law or in equity.

# PASEO SERENO HOMEOWNERS ASSOCIATION ELECTION RULES

1. **Election Notice Requirements**. The Association shall provide general notice of the procedures and deadlines for submitting candidate nominations in compliance with California Civil Code Section 5115.

2. **Equal Access**.

2.1 If, in the course of an election campaign for a position on the Board, any candidate or Member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and Members of the Association for the same purpose ("**Equal Access**").

2.2 Equal Access, as described above in Section 2.1, shall also apply to Members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

2.3 The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements, Bylaws of the Association or Rules promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or Member of the Association, and not the Association, is responsible for the content of such point of view.

2.4 The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

2.5 The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

3. **Qualifications and Procedures for Nomination of Candidates**.

3.1 A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if all of the following conditions are satisfied by such Member:

- (a) as of the date of nomination, the Member is an owner of a Condominium.
- (b) as of the date of nomination, the Member is at least 18 years old.
- (c) no other joint owners of a Condominium held in common with the Member is serving on the Board and would serve on the Board concurrently with the Member.
- (d) the Association is not aware of any past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 of the California Civil Code or terminate the Association's existing fidelity bond coverage.
- (e) as of the date of nomination, the Member is current in the payment of all Assessments for the three (3) months immediately preceding such date of nomination; provided, however, that notwithstanding the foregoing, a Member nominated for a position on the Board shall not be

disqualified to be nominated or elected to the Board for (x) the nonpayment of fines, fines renamed as "Assessments", collection charges, late charges, or costs levied by a third party, and (y) failure to pay Assessments if either of the following circumstances is true: (1) the Member has paid the Assessment under protest pursuant to California Civil Code Section 5658, or (2) the Member has entered into a payment plan pursuant to California Civil Code Section 5665.

Directors and candidates must be Members of the Association unless: (i) Declarant has made a nomination of a non-Member candidate consistent with the voting power of the Declarant as set forth in the regulations of the Department of Real Estate and the Association's governing documents, or (ii) the Owner of a Unit is a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of this section.

**3.2** All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board. In addition, representatives of Declarant, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association, may be nominated as a candidate for the Board.

**3.3** Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 3.1, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

(a) Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than 30 days prior to the date designated for mailing or distribution of ballots for the election of new Board members or such other date as established by the Board. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

(b) After collecting all properly-submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 3.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates, as detailed in Section 3.5 below; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 4 below.

**3.4** The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

**3.5** The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) (as defined below); (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the list of all candidates' names that will appear on the ballot. Individual notice of the foregoing shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

#### **4. Secret Ballot.**

**4.1** Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of members of the Board, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall require the Inspector(s) (as defined below) to deliver, or cause to be delivered, at least 30 days prior to the voting deadline for the election, to each eligible Member of the Association the following documents:

- (a) a ballot or ballots and 2 pre-addressed envelopes; and
- (b) a copy of the election operating rules.

The delivery of the election operating rules under Section 4.1(b) may be accomplished by either of the following methods: (i) posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here."; or (ii) individual delivery.

**4.2** Ballots may not identify the voter's name, address, or unit number.

**4.3** The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign such Member's name, and print such Member's address.

**4.4** The outer envelope is pre-addressed to the Inspector(s), who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the Inspector(s). The Member of the Association may request a receipt for delivery.

**5. Use of Electronic Secret Ballots.** Notwithstanding anything to the contrary in the Association's Governing Documents, the Association may utilize an inspector or inspectors of elections, as specified in California Civil Code Section 5110, to conduct an election by electronic secret ballot, except for an election regarding regular or special assessments, as provided for in Chapter 8 (commencing with Section 5600) of the California Civil Code. As used in these Election Rules, "electronic secret ballot" means a ballot conducted by an electronic voting system that ensures the secrecy and integrity of a ballot pursuant to the requirements of California Civil Code Section 5105. Such use of electronic secret ballots shall be subject to the following requirements:

**5.1** A Member may opt in to voting via electronic secret ballot by notifying the Association in writing of a Member's initial election to vote via electronic secret ballot in writing, which notification must also provide a valid email address for such Member, no later than 90 days before a membership election. A Member shall be entitled to change their preferred method of voting from electronic secret ballot to written ballot or written ballot to electronic secret ballot no later than 90 days before an election. A member who votes by electronic secret ballot must provide a valid email address to the Association.

**5.2** An electronic secret ballot and a written ballot shall contain the same list of items being voted on.

**5.3** The Association shall mail a written ballot only to a Member who has opted out of voting by electronic secret ballot, or for whom the Association does not have an email address required to vote by electronic secret ballot, or to a Member who has not opted into voting by electronic secret ballot as provided herein.

**5.4** The Association shall send an electronic secret ballot only to a Member who has opted into voting by electronic secret ballot.

**5.5** The Association shall maintain a voting list identifying which Members will vote by electronic secret ballot and which Members will vote by written ballot, and include information on the procedures to either opt out of or opt into voting by electronic secret ballot, as applicable, in the annual statement prepared pursuant to California Civil Code Section 5310.

**5.6** Notwithstanding any other provision of the Association's Governing Documents to the contrary, in a membership meeting in which voting is conducted, at least in part, by electronic secret ballot, nomination of candidates from the floor of the membership meeting shall be prohibited.

**5.7** An electronic secret ballot may be accompanied by or contained in an electronic individual notice in accordance with paragraph (2) of subdivision (a) of Section 4040 of the California Civil Code. The Association shall deliver individual notice of the electronic secret ballot to each Member 30 days before the election and shall contain instructions on both of the following: (i) how to obtain access to that internet-based voting system; and how to vote by electronic secret ballot. Delivery of the individual notice described in this section may be accomplished by electronic submission to an address, location, or system designated by the Member.

**5.8** The Association shall provide individual notice, delivered pursuant to California Civil Code Section 4040, at least 30 days before the deadline to opt out of voting by electronic secret ballot, as provided in Section 5.1, of all of the following:

(a) The Member's current voting method.

(b) If the Member's voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member that will be used for voting by electronic secret ballot.

(c) An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by written secret ballot.

(d) An explanation of how a Member may opt out of voting by electronic secret ballot.

(e) The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.

**5.9** A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by an inspector or inspectors of elections.

**5.10** A vote made by electronic secret ballot shall not be revoked.

**5.11** If the Association does not have a Member's email address required to vote by electronic secret ballot by the time at which ballots are to be distributed, the Association shall send the Member a written secret ballot.

**5.12** For purposes of determining a quorum for a meeting in which voting is conducted by electronic secret ballot, a Member voting electronically pursuant to these Election Rules shall be counted as a Member in attendance at the meeting. Once the quorum is established, a substantive vote of the Members shall not be taken on any issue other than the issues specifically identified in the electronic vote.

**5.13** If the Association conducts an election to approve an amendment of the Governing Documents by electronic secret ballot, the Association may deliver, by electronic means, the text of the proposed amendment to those Members who vote by electronic secret ballot, pursuant to these Election Rules and California Civil Code Section 5105. The Association shall also deliver a written copy of the text of the proposed amendment to those Members upon request and without charge. If a Member votes by written secret ballot, pursuant to these Election Rules and California Civil Code Section 5105, the Association shall deliver a written copy of the text of the proposed amendment to the Member with the ballot.

## **6. Selection of Inspectors.**

**6.1** The current Board shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under

contract to the Association for any paid services may not be selected to be an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

**6.2** The Inspector(s) shall have the responsibilities described in applicable law, including without limitation, California Civil Code Section 5110, and shall perform the inspector's duties impartially, in good faith, to the best of such individual's ability, and as expeditiously as practical.

**6.3** If there are 3 Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

**6.4** The Inspector(s) shall have the right to appoint and oversee such additional persons as the Inspector(s) deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

**6.5** All election materials shall be in the custody of the Inspector or a location designated by the Inspector in compliance with California Civil Code Section 5125.

## **7. Voting.**

**7.1** Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least 30 days before the date set for tabulation of votes.

**7.2** Members may cast their ballots by any 1 of the following methods:

(a) Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is 3 business days before the date set for tabulation of votes; or

(b) Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than 2 business days before the date set for tabulation of votes; or

(c) Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

**7.3** Once a ballot is received by the Inspector(s), it is irrevocable.

**7.4** No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

## **8. Eligibility and Vesting of Voting Rights.**

**8.1** A Member of the Association is eligible to vote if the Member owns the Member's Condominium when ballots are distributed.

**8.2** Except where cumulative voting is authorized, Class A Members may cast only 1 vote per Condominium. If more than 1 party is record owner of a Condominium, the vote for that Condominium shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

**8.3** Such voting rights attributed to any given Condominium in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

**9. Proxies.**

**9.1** Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the Bylaws of the Association.

**9.2** Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the Bylaws of the Association.

**10. Voting Procedures and Custody.**

**10.1** All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

**10.2** The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board and shall be recorded in the minutes of the next meeting of the Board, and shall be made available for review of Members of the Association. The Board shall publicize the results of the election in a communication directed to all Members of the Association, within 15 days of the date the final tabulation of votes has occurred.

**10.3** The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Civil Code Section 5145 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

**10.4** After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than 1 year from the date of final tabulation of votes.

**11. Election by Acclamation.** Notwithstanding the secret balloting requirement in California Civil Code Section 5100, or any contrary provision in the Governing Documents, including without limitation these Election Rules, when, as of the deadline for submitting nominations for election to the Board, the number of qualified candidates is not more than the number of Board vacancies to be filled, as determined by the inspector of the elections, the Board may, but is not required to, declare the qualified candidates elected by acclamation if all of the conditions listed in California Civil Code Section 5103 have been met. The Board shall act by voting at a meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

**12. Retention of Election Materials.** The Association shall maintain election materials in compliance with California Civil Code Section 5105(a)(7).

**13. Amendment.** These Election Rules shall not be amended less than 90 days prior to an election.

## PASEO SERENO HOMEOWNERS ASSOCIATION COLLECTION POLICY

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10, whichever is greater, in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the Declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid 60 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the owner of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("**IDR**"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within 15 days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent owner in executive session within 45 days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's Unit to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien Notification and fails to request IDR within 45 days of the date of the Pre-Lien Notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney

employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

**9.** The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**").

**10.** After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the owner's account over to the Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals \$1,800 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

**11.** IMPORTANT NOTICE: IF YOUR CONDOMINIUM IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

**12.** An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

**13.** Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

**14.** Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is Paseo Sereno Homeowners Association, c/o c/o Seabreeze Management Company, 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, CA 92656, unless the account has been turned over to the Association's trustee or attorney, in which case the owner would need to call said party for the full amount owed and their correct mailing address.

**15.** The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon 30 day written notice.

Payment Plan Fee      \$25 per month

Return Payment Fee    \$25

**ATTACHMENTS**

Tenant Registration Form

Recycling Information

Bus Pass Subsidy Program

Buss Pass Subsidy Request Form

**PASEO SERENO HOMEOWNERS ASSOCIATION  
TENANT REGISTRATION FORM**

**Return form to:** Paseo Sereno Homeowners Association  
c/o Seabreeze Management Company  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: (800) 232-7517  
Email: CustomerCare@Seabreezgmt.com

Owner(s) Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Information (phone, email): \_\_\_\_\_

Unit Address: \_\_\_\_\_

Tenants:

(1) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(2) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(3) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Fully executed lease agreement attached.

Owner has provided copies of all Governing Documents to the tenant

ACKNOWLEDGEMENT OF LANDLORD AND TENANT: Landlord has provided Tenant with a copy of the (1) Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Paseo Sereno, (ii) the Paseo Sereno Rules and Regulations, (iii) Paseo Sereno Design Guidelines, and (iv) any other rules and regulations adopted by the Association and Tenant has reviewed these documents closely. By their execution below, Tenant agrees that a violation of the rules and regulations of the Association by Tenant may void the Lease Agreement between Tenant and the Landlord (owner of the property).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Name (Print) \_\_\_\_\_

Tenant Name (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PASEO SERENO HOMEOWNERS ASSOCIATION  
BUSS PASS SUBSIDY PROGRAM REQUEST**

Return form to: Paseo Sereno Homeowners Association  
c/o Seabreeze Management Company  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: (800) 232-7517  
Email: CustomerCare@Seabreezemgmt.com

Section 2.22 of the CC&RS provides as follows:

**2.22 Transportation Management Program.** The Association shall implement and administer the transportation demand management monitoring program as required by the conditions of approval for the Community, including, without limitation, compliance with any reporting requirements. This shall include implementing a transportation subsidy program described herein ("**Bus Pass Subsidy Program**") for five (5) years from the commencement of assessments against the first Unit in the Community ("**Subsidy Period**"). Upon request during the Subsidy Period, the Association shall provide a San Diego Metropolitan Transit System (MTS) annual bus pass subsidy in the amount of twenty-five percent (25%) of the cost of the annual cost of a San Diego Metropolitan Transit System (MTS) bus pass to the Occupants of each Condominium. As set forth in the Community Entitlements, in no event shall the Bus Pass Subsidy Program implemented by the Association exceed Fifty-Nine Thousand Four Hundred Dollars (\$59,400) in costs. Details of the Buss Pass Program shall be set forth in the Association Rules. The Association must provide an annual report to the City Engineer during the Subsidy Period demonstrating how the Bus Pass Subsidy Program was publicized to Occupants and documenting the results of the program each year, including the number of participants and traffic counts at the project entrance.

2.22.1 Prior to the conveyance of the first Unit the Community to a First Owner, Declarant shall establish and fund a designated bank account of the Association with Fifty-Nine Thousand Four Hundred Dollars (\$59,400) as funds for the Association's purchasing and administrating the Bus Pass Subsidy Program during the Subsidy Period ("**Subsidy Program Account**"). The Association may not use any funds from the Subsidy Program Account for any use other than the Bus Pass Subsidy Program without the prior written consent of Declarant. At the end of the Subsidy Period, if there are any funds left in the Subsidy Program Account, the Association shall close the Bus Pass Program Account and refund any remaining funds to Declarant.

**PASEO SERENO HOMEOWNERS ASSOCIATION  
BUS PASS SUBSIDY REQUEST FORM**

Return form to: Paseo Sereno Homeowners Association  
c/o Seabreeze Management Company  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: (800) 232-7517  
Email: CustomerCare@Seabreezgmt.com

In accordance with the Association's obligations, the HOA provides a 25% subsidy toward the cost of an annual San Diego Metropolitan Transit System (MTS) bus pass for the Occupants of each Condominium. Please complete this form to request your subsidy.

**Resident Information:**

Name of Occupant: \_\_\_\_\_

Condominium Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Bus Pass Details:**

MTS Compass Card Number (if applicable): \_\_\_\_\_

Attach proof of purchase dated within 90 days of purchase (receipt or confirmation).

Yes       No

**Subsidy Acknowledgment:**

By submitting this form, I confirm that I am an Occupant of a Condominium within Paseo Sereno and am requesting the 25% MTS annual bus pass subsidy provided by the Association. I agree to use the bus pass for personal use only and understand that any misuse or misrepresentation may result in loss of eligibility for this benefit.

Signature of Occupant: \_\_\_\_\_ Date: \_\_\_\_\_

***Do not write below this line (For HOA use only)*** \_\_\_\_\_

Date Received: \_\_\_\_\_

Proof of Purchase Attached:  Yes       No

Approved By: \_\_\_\_\_

Amount of Subsidy Issued: \$ \_\_\_\_\_

Date Processed: \_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_

**PASEO SERENO HOMEOWNERS ASSOCIATION  
RECYCLING INFORMATION**

[See Attached]

Note more information available at [www.wastefreeSD.org](http://www.wastefreeSD.org)  
Find a Recycling Center Near you by Calling: (877) 713-2784



# RECYCLE THIS!

## PAPER

### No Tissues/Napkins

Newspapers, Magazines,  
Junk Mail & Office Paper

Flattened Cardboard

Paper Containers

Milk, Juice &  
Soup Cartons



## PLASTIC

### No Plastic Bags

Plastic Bottles, Cups,  
Tubs & Containers

Polystyrene  
Foam Blocks



## GLASS

### No Windows, Ceramics or Drinking Glasses

Glass Bottles/Jars  
(Colored & Clear)



## METAL

### No Paint Cans, Unless Dry

Steel & Aluminum  
Bottles/Cans  
Empty Aerosol Cans



## Recycle RIGHT! Keep your Recyclables:

### EMPTY

No or  
minimal  
food  
residue.



### DRY

No liquids  
remaining.



### LOOSE

Do NOT bag  
recyclables.



Questions? For more information, visit [WasteFreeSD.org](http://WasteFreeSD.org)  
or call toll free **1-877-R-1-EARTH** (1-877-713-2784) Se Habla Español.

♻️ This guide is printed on 30% recycled content paper with soy-based inks.



# SORT THIS!

## ORGANIC WASTE\*

No compostable plastic or plastic bags

- Shrub & Tree Trimmings
- Leaves & Grass Clippings
- Food Scraps
- Food Soiled Paper



Tip! Wrap your scraps in paper or newspaper before placing in the green bin!

\* Check with your waste hauler to confirm if they accept yard waste and food waste in the same bin.

## LANDFILL

- Plastic Wrap/Wrappers
- Plastic Utensils & Straws
- Compostable Plastic
- Glassware
- Pet Waste
- Diapers



## HOUSEHOLD HAZARDOUS WASTE

- Propane & Helium Tanks
- Toxic, Flammable & Corrosive Products
- Needles & Syringes
- Medications
- Motor Oil
- Electronics & Batteries
- Florescent Tubes & CFLs
- Non-Empty Aerosol Cans



Visit [WasteFreeSD.org](http://WasteFreeSD.org) for take back or disposal locations

## Donate, Reuse or Return these items:

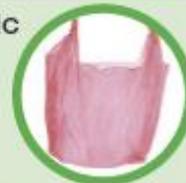
Donate Fabric, Clothing, and Appliances



Reuse Foam Peanuts and Bubble Wrap or Return to Retailer



Reuse Plastic Bags or Return to Retailer



Questions? For more information, visit [WasteFreeSD.org](http://WasteFreeSD.org) or call toll free **1-877-R-1-EARTH** (1-877-713-2784) Se Habla Español.

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# City of San Diego What Goes Where Guide



## ORGANIC WASTE RECYCLING



**Food Scraps**

**Food-Soiled Paper**  
(paper towels, napkins, paper bags, parchment paper and coffee filters)

**Plant Trimmings and Yard Waste**

*\*Check with your service provider to determine what materials are accepted at your property.*

**X NO**

compostable and biodegradable bags, tea bags, plastic containers, plastic film, gloves, disposable wipes, glass, plastic bags, pet waste, plant pots, dirt, rocks, bricks, plant tags, food labels and stickers, twist ties and silverware

## RECYCLING

All Recyclables Empty, Dry and Loose



**Aluminum and Steel Bottles and Cans**

**Aluminum Foil and Trays**

**Glass Bottles and Jars**

**Boxes and Cardboard (empty and flatten)**

**Mixed Paper and Shredded Paper (shredded paper must be in a closed paper bag)**

**Food and Beverage Paper Cartons**

**Plastic Bottles, Cups, Containers, Lids, Jugs, Tubs, Trays, Pots, Buckets, Toys and Styrofoam™ Packaging**

*\*Check with your service provider to determine what materials are accepted at your property.*

**X NO**

plastic bags, plastic wrap, food or liquid, clothes, hoses, wires, electronics, hazardous waste, chemicals, batteries, compact fluorescent light bulbs, paper napkins and paper towels, any full containers, compostable and biodegradable plastics and diapers

## TRASH



**Hygiene Products, Diapers and Pet Waste**

**Dish and Glassware**

**Paper Plates, Cups and Takeout Boxes**

**Tissues and Disposable Wipes**

**Plastic Bags, Wrappers and Film**

**Plastic Straws and Utensils, Products Labeled "Compostable" or "Biodegradable"**

*\*Check with your service provider to determine what materials are accepted at your property.*

**X NO**

food, yard waste, recyclables, electronics, hazardous waste, chemicals, batteries and compact fluorescent light bulbs

## HOUSEHOLD HAZARDOUS WASTE

**Toxic Products, Electronic Waste, Paint, Bulbs, Batteries, Motor Oil, Needles and Syringes, Propane and Helium Tanks and Chemical Cleaners**

Do not dispose of these items in the trash, recycling or organic waste recycling! They are considered toxic and could catch on fire. Residents can bring hazardous waste to Miramar Household Hazardous Waste Transfer Facility for free by appointment only. Call 858-694-7000 or visit [sandiego.gov/hhw](http://sandiego.gov/hhw) for more information or to make an appointment.

## BULKY ITEMS

**Furniture, Appliances and Mattresses**

These items are too large to fit into a regular recycle or trash bin. Check with your service provider to understand your bulky item disposal options or check out [WasteFreeSD.org](http://WasteFreeSD.org). Do not dump bulky items where they don't belong!

Learn more at [RecyclingWorks.com](http://RecyclingWorks.com)



# Recycle Right

Remember, your recyclables should be:

### EMPTY



Remove any remaining food or liquid from a recyclable item by lightly rinsing or wiping to remove any remaining residue.

### DRY



Gently shake out excess moisture or let the recyclable item air dry before placing it in a recycling container.

### LOOSE



Do not put recyclables in a plastic bag as they get tangled in the sorting machinery. Reuse a household container, a paper grocery bag, a cardboard box or waste basket to empty your recyclables into your recycling cart or a bin outside.

## Recycling Pro Tip: Flatten your cardboard boxes!



One un-flattened cardboard box takes up the equivalent space of 6 flattened cardboard boxes! Save space in your recycling bin by remembering to empty and flatten your cardboard before recycling.

## Frequently Asked Questions

### Q: How can I keep my green bin clean?

A: Keep your green bin clean by brushing out anything remaining inside the green bin after collection and rinsing with water over a landscaped area to remove residue. You can also delay adding food scraps to your green bin until collection day; freeze or refrigerate them until pick up day. Wrapping leftover food in a newspaper, paper bag or other food-soiled paper products can also help. And don't forget to line the bottom of your green bin with yard trimmings and other food-soiled paper products to absorb excess moisture and prevent food from sticking to the bottom of the bin.



### Q: Can I use compostable plastic bags or toss compostable products in the green bin?

A: No. Products labeled as "compostable" such as bags, take-out containers, coffee pods, cups, plates, serving ware and food packaging are not accepted in the green bin. The compost facility cannot always break these items down. They are considered contamination and degrade the quality of the finished compost. All plastic and compostable or biodegradable products should be placed in the trash bin. Additionally, please do not bag your food scraps in any type of plastic bags as most composting facilities do not have the ability to separate food scraps from plastic bags.



### Q: Why can't I recycle my plastic bags and plastic wrap in my recycling bin?

A: Plastic bags get tangled in the machinery used to process recyclables, causing equipment problems, facility shutdowns and safety hazards to employees. Plastic bags can also blow out of trucks and bins, creating more litter in our environment. We encourage everyone to use reusable bags as often as possible. Please visit [WasteFreeSD.org](http://WasteFreeSD.org) for plastic bag recycling options.



### Q: Do I need to empty the liquid or food from the container before recycling?

A: Yes. Liquid or leftover food can make your recyclables dirty and your entire container may become trash. When you empty and dry your recyclables, you allow your recyclables to be made into something new.



### Q: What do I do with my old clothes and shoes?

A: Give your old clothes and shoes new life by repairing them, donating them to a charitable organization or thrift store, participating in a clothing swap with family and friends, or reselling them online or at a garage sale. Old clothing can also be reused as cleaning rags at home. Do not place clothing, shoes or textiles in your home recycling bin.

