

Harmony Owners Association

HARMONY

SUNNYVALE

**COMMUNITY HANDBOOK**

Disclosures, Policies and Rules

Adopted by the Board of Directors

03/10/2021

# Harmony Owners Association

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This Homeowner Community Handbook has been compiled by your Association to outline the operational procedures of the Harmony Owners Association (the "**Association**") and to provide other information about your Association's facilities. The Homeowner Information Handbook also serves as the Rules and Regulations of the community. The purpose of your Association is to maintain, protect and enhance the Harmony Community (the "Community"), while making your community a pleasant experience for everyone.

Each Homeowner should have received a copy of the Declaration of Covenants, Conditions and Restrictions ("**CC&Rs**"), Bylaws, and Articles of Incorporation for the Association. These governing documents along with the Rules and Regulations and Architectural Guidelines (collectively "**Governing Documents**") are periodically updated and distributed by your Board of Directors (the "Board"). Any defined terms used in this Information Handbook shall, unless the context otherwise requires, have the same meaning as set forth in the CC&Rs.

**PLEASE READ THIS INFORMATION HANDBOOK CAREFULLY.** If there are any questions or if you do not have copies of the Governing Documents, please contact Seabreeze Management Company (information below). In the event of any conflicts between this Handbook and the Association CC&Rs, the provisions of the CC&Rs shall prevail.

**Harmony Owners Association**  
c/o SEABREEZE MANAGEMENT COMPANY  
11501 DUBLIN BLVD. SUITE 200  
DUBLIN, CA 94568  
PH: (800) 232 – 7517  
FAX: (949) 855 – 6678  
[CustomerCare@Seabreezemgmt.com](mailto:CustomerCare@Seabreezemgmt.com)  
[www.MySeabreeze.com](http://www.MySeabreeze.com)

## Harmony Owners Association

### **GENERAL INFORMATION**

Your cooperation is essential in order to maintain, protect and enhance the Community. Common sense and consideration for your neighbors are the keys to success.

Each Homeowner is a member of the **Harmony Owners Association**. Homeowner participation in the Association is both necessary and encouraged. Association responsibility, cooperation and action have many rewards, including an enhanced quality of living in the community. The Association is governed by the Board of Directors, which meets regularly to make decisions pertaining to Association matters.

Common facilities incorporate all space within the Community not designated as an individual Residential Unit, and include such areas as landscaping, buildings, streets and sidewalks. The responsibility of the Board of Directors is to maintain, protect and enhance all common facilities and Association Property.

The Association will consist of three (3) Board Members, in accordance with Section 4.3 of the Bylaws. The Association has hired a professional management company to work with the Board of Directors and Association vendors to manage the community.

### **CONTACT INFORMATION**

**Harmony Owners Association**  
c/o SEABREEZE MANAGEMENT COMPANY  
11501 DUBLIN BLVD. SUITE 200  
DUBLIN, CA 94568  
PH: (800) 232 – 7517  
FAX: (949) 855 – 6678  
[CustomerCare@Seabreezemgmt.com](mailto:CustomerCare@Seabreezemgmt.com)  
[www.MySeabreezemgmt.com](http://www.MySeabreezemgmt.com)

After-hours/Weekend emergency calls

**Seabreeze Management – (800) 232-7517 (24 hours per day, 7 days a week)**  
**In the event of an injury, accident, fire, or crime in progress, dial 911 for immediate assistance.**

## Harmony Owners Association

### **HELPFUL NUMBERS**

Below is contact information that residents may utilize to sign up for service.

<b><u>Service</u></b>	<b><u>Company</u></b>	<b><u>Phone Number</u></b>
Electric/Gas	PG&E	800-743-5000
Phone/Internet/Cable	Comcast	408-497-9440
Phone/Internet/Cable	ATT	800-288-2020
Garbage/Water/Sewer	City of Sunnyvale	408-730-7400

### **ASSOCIATION MEETINGS**

#### **BOARD MEETINGS**

Regular meetings of the Board shall be held monthly, or as otherwise determined by the Board, but not less than twice a year, and on such day and at such hour as may be fixed, from time to time, by resolution of the Board. A "Homeowners' Forum" for Owners to speak will be held during each Board meeting. Notice of the date, time and location of all meetings of the Board are posted online and at the Community, and Owners are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board are open for observation to all Owners. Owners who are not on the Board may not participate in any discussion unless so authorized by a majority of a quorum of the Board. Owners may request that the Board address a specific topic at their next meeting by submitting a letter to the Board at least ten (10) days in advance of the meeting requesting their item of discussion be placed on the agenda. The nature of business to be considered in Executive Session will be posted on the meeting agenda and action taken will be provided in the minutes.

You may view the Board meeting agenda online at [www.MySeabreezemgmt.com](http://www.MySeabreezemgmt.com).

#### **ANNUAL ELECTIONS**

Elections of Directors, as well as certain other matters that may occasionally require a vote of the Membership, will be conducted by secret written ballot. Please see the Voting and Election Rules for a complete description of the Association's procedures for conducting these elections.

### **FINANCIAL REVIEWS**

Financial reviews are prepared at the end of each fiscal year and are mailed to the Owners of record upon completion.

#### **MONTHLY ASSESSMENTS**

The Association sends the monthly assessment reminder statements on or around the last week of every month for the following month. Monthly assessments are due on the first of each month and become delinquent after the fifteenth day of the month. If your monthly assessment payment is received after the fifteenth day, you will be assessed a late charge established by the Board and interest as applicable. Failure to receive a reminder statement does not relieve Owners of the obligation to pay assessments on time.

The obligation to pay assessments runs with the land and is shared by all Owners in the Community. Your assessments pay for the vital services required to keep your Association operating. To see a list of these services and their estimated costs, please refer to the Association's pro-forma budget.

#### **COMMUNITY WEBSITE**

## Harmony Owners Association

To pay your HOA assessments or review your Association's documents, you may log on to the Association's website at [www.MySeabreezemgmt.com](http://www.MySeabreezemgmt.com).

### **HOW TO CREATE YOUR OWN ACCOUNT**

Please follow these steps to set-up your own Seabreeze account:

- Go to [www.MySeabreezemgmt.com](http://www.MySeabreezemgmt.com)
- Click on the link "Click here"
- Enter in your Account Number information, and other applicable details
- Click "Get Initial Login Info"
- A verification will be sent to the email address you provided

With your new account, you can now view your monthly billing statements. Also, through this portal, you can access Board of Directors meeting minutes, newsletters, Governing Documents, view upcoming Board of Directors meetings via the calendar, as well as review any announcements posted to the website.

### **Paperless Monthly Statements**

- 1.) Go to [www.seabreezemgmt.com](http://www.seabreezemgmt.com)
- 2.) Select the "MySeabreeze" tab at the top
- 3.) Once re-directed at the bottom of the page you will see "Go Paperless with E-Statements" please select the link provided where you will then be prompted to create your E-Statement account.

### **OPT IN FOR ELECTRONIC DISTRIBUTION OF DOCUMENTS**

With homeowner consent, Association documents that would primarily be mailed to each homeowner can be received via email. If you are interested in this cost-effective process for receiving information, please complete the Electronic Consent Document available on the website or by contacting the Management Company.

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### **INSURANCE INFORMATION**

For purposes of understanding what coverages are provided by the Association versus what coverages should be provided by the individual Homeowner, please be aware of the provisions in the CC&R's (Article XV) regarding insurance to be purchased by the Association and by individual Owners. The Association has the responsibility to provide insurance for the common area with limited coverage, which does NOT cover damage to personal property, or any additional features added by Owner. **It is required that Owners obtain fire and casualty insurance on his or her Lot and Residence and all Improvements therein and on his or her personal property in the amounts the Owner deems appropriate. The Association does not maintain any property or liability insurance for an Owner's lot. Each Homeowner should consult with their individual insurance agent about the purchase of appropriate homeowner's insurance.** For further information regarding the Association's insurance, please contact the insurance agent for the Association, this information can be obtained from the Management Company.

The Association carries General Liability, Umbrella Liability, Property, Fidelity Bond, Directors and Officers Liability, and Workers Compensation Insurance in the amounts required to afford protection to the Association in accordance with California Civil Codes §5800 and §5805. This insurance coverage will be reviewed and renewed annually.

A summary disclosure of the insurance carried by the Association is provided each year by the Association to each owner, pursuant to California Civil Code §5805. Look for this disclosure at the time the budget and other information is mailed.

**You should consult with your insurance agent to provide a comprehensive policy for your personal property and liability. All Homeowners are required to have insurance, see CC&R Article XV.**

## **POLICIES, RULES, AND REGULATIONS**

Adopted by the BOD on 03/10/2021

### **ASSESSMENT COLLECTION POLICY**

#### **ASSESSMENT COLLECTION POLICY**

Prompt payment of assessments by all Owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) and the California Civil Code to enforce the members’ obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association’s Assessment Collection Policy:

1. Regular monthly assessments are due and payable on the **first** (1<sup>st</sup>) day of each month. It is the responsibility of the Owner of record to pay each assessment in full each month regardless of receipt of a statement.
2. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and fees, and collection costs, including attorney’s fees, are both the personal obligation of the Owner of the property at the time the assessment or other sums are levied and a lien/debt on the property.
4. Payments are posted on the date received by the Association. Assessments are delinquent fifteen **(15) days** after they become due. If the 15<sup>th</sup> day falls on a Saturday, Sunday, or bank holiday, the delinquency deadline will be extended until 3:00 p.m. on the next business day.
5. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater.
6. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, fees and costs of collection and attorney’s fees shall be at a rate of 12% per year, commencing thirty **(30)** days after the assessment becomes due.
7. A Reminder Notice will be sent on or about the 5<sup>th</sup> of each month to all delinquent Owners if the amount owed is greater than or equal to the current monthly assessment. A fee will be charged for each Reminder Notice sent.
8. Residents who are delinquent may be subject to suspension of the use of Common Area amenities, restrictions on membership privileges, and revocation of voting privileges in upcoming votes of the membership.
9. If the assessment is not paid within **sixty (60) days** of the due date, the Association will send a letter (“Notice of Intent to Lien”) by certified mail to the delinquent Owner’s addresses of record, including primary and secondary addresses provided to the Association by Owner, informing the Owner of the following;  
The letter described in this Paragraph will be sent to the delinquent Owner at least **thirty (30)** days prior to recording a lien against the delinquent Owner’s separate interest. The cost of the letter will be billed to the delinquent Owner’s account.
10. An 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 Notice of Intent to Lien. The Board shall meet with the delinquent Owner in executive session within **forty-five (45) days** of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members, but less than a quorum, to meet with the Owner.



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11. If the delinquent Owner fails to pay the amount set forth in the Notice of Intent to Lien (a) within thirty (30) days of the date of receipt of the Notice of Intent to Lien, or (b) in the event the delinquent Owner fails to submit a request to meet, as set forth in the Paragraph above, within **thirty (30) days** of the date of the receipt of the Notice of Intent to Lien, then the Board may resolve to record a lien against the Owner's separate interest. The delinquent Owner will be charged for the lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Owner will be recorded together with the lien.
12. A copy of the recorded lien shall be sent via certified mail to every person who is shown as an Owner of the separate interest in the Association's records no later than **ten (10) days** after recordation. Notices shall also be sent to any secondary address provided by Owner.
13. After recordation of a lien, all subsequent payments made by personal check will be held for posting pending verification of funds and clearance by the bank.
14. If an Owner is delinquent for **thirty (30) additional days** after the lien has been recorded, the matter will be referred to the Association's attorney or collection agent, and the lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. Costs associated with the preparation of documents required to open the case file with the attorney or collection agent will be the responsibility of the delinquent Owner.
15. No assessment lien may be foreclosed until (a) the amount of the delinquent assessments secured by the lien (exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds \$1,800.00, or (b) the assessments are more than twelve (12) months delinquent. If the Association chooses to foreclose a lien under these circumstances, it shall, prior to foreclosing, offer the Owner an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of alternative dispute resolution is the Owner's choice; however, binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.
16. The decision to initiate foreclosure of a lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a lien must be by a majority vote of the Board members in executive session, and the Board's vote shall be recorded in the minutes of the next regular session meeting. The Board shall maintain the confidentiality of the Owners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the Owners. A Board vote to approve foreclosure of a lien shall take place at least **thirty (30) days** prior to any public sale.
17. The Board shall provide notice of its decision to foreclose on an assessment lien by (a) personal service to the Owner if the Owner occupies the separate interest, or to the Owner's legal representative, or (b) first class mail, postage prepaid, at the most current address for the Owner shown on the books of the Association, including primary and any secondary address provided by Owner, if the Owner does not occupy the separate interest.
18. A nonjudicial foreclosure is subject to a **ninety (90) day** right of redemption.
19. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.
20. The mailing address for overnight payment of assessments is:  
**Seabreeze Management Company, Inc.**  
**26840 Aliso Viejo Pkwy, Suite 100**  
**Aliso Viejo, CA 92656**
21. The Association may alternatively file a civil action in Small Claims Court.
22. In the event that the Association files an action against an Owner for unpaid Assessments, and that separate interest is, or becomes rented or leased at any time during the pendency of the action, the

## Harmony Owners Association

Association shall have the right to request that the Court order Owner to assign all rents due from the renter/lessor of the separate interest to the Association until such time as all Assessment delinquencies are cured.

### **NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of Owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### **ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an Owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the Owner's property. The Owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections [5700](#) through [5720](#) of the Civil Code, inclusive) In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. ([Section 5725](#) of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with [Section 5650](#)) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the Owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. ([Section 5675](#) of the Civil Code)

At least 30 days prior to recording a lien on an Owner's separate interest, the association must provide the Owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the Owner. An Owner has a right to review the association's records to verify the debt. ([Section 5660](#) of the Civil Code)

If a lien is recorded against an Owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an Owner certain documents in this regard. ([Section 5685](#) of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### **PAYMENTS**

When an Owner makes a payment, the Owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform Owners of a mailing address for overnight payments. ([Section 5655](#) of the Civil Code)

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An Owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An Owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with [Section 5900](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with [Section 5925](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the Owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. An Owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. ([Section 5685](#) of the Civil Code)

### **MEETINGS AND PAYMENT PLANS**

An Owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform Owners of the standards for payment plans, if any exists. ([Section 5665](#) of the Civil Code)

The board must meet with an Owner who makes a proper written request for a meeting to discuss a payment plan when the Owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code).

An association distributing the notice required by this section to an Owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section [11211.7](#) of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

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**ALTERNATIVE DISPUTE RESOLUTION**

Adopted by the BOD on 03/10/2021

Refer to CC&Rs Section 20.5

The purpose of this resolution is to provide each resident with a summary of Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Association's governing documents. Refer to Section 20.5 of the CC&Rs for further information.

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Association's governing documents, the parties to the disputes i.e., the homeowner and the Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution ("**ADR**") may be binding or non-binding. Please note that failure of either the Association or the owner to offer ADR is a basis for ruling against you.

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

## Harmony Owners Association

### **INTERNAL DISPUTE RESOLUTION**

Adopted by the BOD on 03/10/2021

Either party (Association or Owner) to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Community Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board and attend the meet and confer session with the Owner. The Board Designee and the Community Manager shall both meet together with the Owner regarding the dispute.
4. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the IDR is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Association so that the Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Association.
8. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
  - a. The Agreement is not in conflict with the law or the governing documents of the Association; and
  - b. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Owner and the Board Designee.
9. The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

## **ELECTION RULES**

Adopted by the BOD on 03/10/2021

### **HARMONY OWNERS ASSOCIATION**

*(Cal. Civ. Code § 5105)*

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These Election Rules have been adopted for the Harmony Owners Association ("**Association**") to govern matters requiring a secret ballot vote of the Association's membership. All undefined capitalized terms used in these Election Rules shall have the same meaning as set forth in the Association's Recorded Declaration of Covenants, Conditions and Restrictions ("**Declaration**"), Bylaws, and applicable sections of the California Civil and Corporations Code.

#### **I. ANNUAL MEETING DATE**

1.1. **Annual Meeting Date.** The annual meeting of the Members ("**Annual Meeting**") shall be held within six months after first close of escrow, and annually after that, on a day to be determined by the Board, which day shall not be a legal holiday.

#### **II. QUORUM**

2.1. **Quorum.** As provided for in Article IV, Section 4 of the Association's Bylaws, and except as otherwise provided in the Declaration and Bylaws, the presence either in person or by proxy at any meeting of the Members entitled to cast at least thirty-five percent (35%) of the total voting power of the Association shall constitute a quorum for the meeting.

2.2. **Adjournment due to Lack of Quorum.** If a quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days later, with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings. The quorum for the reconvened meeting shall be at least twenty-five percent (25%) of the voting power of the Association.

#### **III. EQUAL ACCESS TO MEDIA & COMMON AREA**

3.1. **Equal Access to Association Media.** If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, or internet for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.

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3.2. **Access to Common Area Meeting Space.** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the Common Area, at no cost, for purposes reasonably related to the election.

3.3. **Campaigning Conduct.** During campaigning, all candidates shall maintain professional decorum and shall not engage in conduct unbecoming of a Director. This includes, but is not limited to, the dissemination of false information and/or unsubstantiated claims about another candidate and/or Board member, as well as the use of ad hominem attacks, abhorrent language, and racial epithets. The foregoing is not meant to be an exhaustive list.

## IV. CANDIDATE QUALIFICATIONS

4.1. **Candidate Qualifications.** Members seeking candidacy for a position on the Board must satisfy all of the following Candidate Qualifications at the time of nomination:

4.1.1. **Record Owner.** The person must be an Owner of a Lot or a natural person appointed to be a Member for voting purposes by the governing authority of an Owner of a lot that is a legal entity other than a natural person (e.g., corporation, limited partnership, limited liability company, etc.) pursuant to California Civil Code Section 5105 (b)(2).

4.1.2. **Current in Assessments.** The person must be current in the payment of all Assessments for the three (3) months immediately preceding the date of the election at which the person is being considered for election to the Board. This requirement does not apply in situations where the person wishing to be a candidate for the Board has: (a) paid the regular or special assessment under protest, or (b) entered into a payment plan with the Association pursuant to California Civil Code section 5665.

4.1.3. **Joint Ownership Interest.** The person, if elected, must not be serving on the Board at the same time as another person who holds a joint ownership interest in the same Lot as the person, and the other person is either a candidate for the current election or is an incumbent director.

4.1.4. **Past Criminal Convictions.** The person must not have had a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing fidelity bond coverage required by California Civil Code section 5806 or terminate the Association's existing fidelity bond coverage. Persons running for the Board shall disclose, at the time of nomination, the existence of any past criminal convictions.

4.1.5. **Title in Name of Company.** If title to a Lot is held by a legal entity (e.g., Corporation, Limited Liability Company, Limited Partnership, etc.), the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of being a candidate for the Board.

4.2. **Disqualification & IDR.** The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in Internal Dispute Resolution ("**IDR**") with the Association, in accordance with the Association's established IDR Procedures. The Nomination Form may include an offer of IDR to all persons who may be subject to disqualification due to their failure to meet the Candidate Qualifications at the time of nomination.

## V. NOMINATION PROCEDURES

## Harmony Owners Association

5.1. **Notice of Nomination Form & Nomination Deadline.** Not less than thirty (30) days before the nomination deadline, the Association shall provide via general delivery a “**Nomination Form**” that discloses the nomination procedures and nomination deadline. The deadline for submitting a nomination (“**Nomination Deadline**”) shall not be less than thirty (30) days before ballots are distributed. The Nomination Form shall be delivered by individual notice pursuant to California Civil Code section 4040 if requested by a Member.

5.2. **Nomination Procedures.** Provided that Members seeking candidacy for a position on the Board satisfy the Candidate Qualifications at the time of nomination, such Members may be nominated or nominate themselves by the following procedures:

5.2.1. **Written Nominations.** Candidate nominations must be submitted in writing, via the Nomination Form, to the Association’s community manager (“**Manager**”) at any time prior to the Nomination Deadline. Failure to submit a Nomination Form to the Manager prior to the Nomination Deadline will result in the candidate’s name being omitted from the ballot.

5.2.2. **Qualification of Nominees.** After collecting all properly submitted nominations, the Board, the Manager at the Board’s direction, or a Nominating Committee established by the Board, shall: (1) confirm each nominated person’s eligibility under these Election Rules; (2) confirm or cause to be confirmed each eligible nominee’s acceptance of nomination (if nominated by someone other than the nominee); and (3) prepare or cause the preparation of correspondence to any nominee who was disqualified to run for the Board and the reason(s) for that decision.

5.2.3. **Notice of Candidates.** Thereafter, and not less than thirty (30) days prior to the distribution of ballots, the Board shall provide general notice of the following: (1) the list of all candidates that will appear on the ballot, (2) the date, time and address of where ballots are to be returned by mail or handed to the Inspector, (3) the date, time and address of the meeting at which ballots will be counted, (4) a statement of each Member’s right to verify the accuracy of their individual information on both the Candidate List and the Voter List (as defined below), and (5) a statement of each Member’s right to request individual delivery of the foregoing items. The foregoing shall be delivered by individual notice pursuant to California Civil Code section 4040 to any Member requesting individual notice.

5.3. **Floor Nominations.** Notwithstanding the foregoing, nominations may be made from the floor during the Annual Meeting or Special Meeting (or any adjournments thereof). Such nominee(s) must nevertheless meet the Candidate Qualifications.

5.4. **Write-in Candidates.** Write-in candidates are permitted, provided they meet the required Candidate Qualifications.

## VI. ASSOCIATION ELECTION MATERIALS

6.1. **Candidate List & Voter List.** The Association shall retain, as association election materials, both a candidate registration list (“**Candidate List**”) and voter list (“**Voter List**”). The Voter List shall include the name, voting power, and the physical address of the Member’s Lot. The mailing address for the ballot shall be listed on the Voter List if different from the physical address of the Member’s Lot.

6.2. **Right to Verify Accuracy of Individual Information.** Members shall be notified of their right to verify the accuracy of their individual information on the Candidate List and Voter List at least



## Harmony Owners Association

thirty (30) days before ballots are distributed. The Association or Member shall report any errors or omissions to the Candidate List or Voter List to the Inspectors who shall make the corrections within two (2) business days.

6.3. **Custody of Election Materials.** The sealed ballots, signed voter envelopes, Voter List, proxies, and Candidate List shall at all times be in the custody and control of the Inspector, or at such location designated by the Inspector, until after the final tabulation of votes, and until the time allowed by California Civil Code section 5145 for challenging the election has expired, after which time the custody and control of the ballots shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector shall, upon written request, make the ballots available for inspection and review by the requesting Member.

## VII. INSPECTOR OF ELECTIONS

7.1. **Appointment of Inspector.** The Board shall appoint either one (1) or three (3) independent third parties to serve as the inspector or inspectors of elections (collectively, "**Inspector**").

7.2. **Qualifications of Inspector.** The independent third-party Inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Board member, candidate for the Board, or a person related to a Board member or candidate for the Board. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as Inspector.

7.3. **Functions of Inspector.** The Inspector shall:

7.3.1. Have the responsibilities described in California Civil Code section 5110, or any successor statute, and shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as practical. The Inspector shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation of these Election Rules, the Association's governing documents, applicable law, or as might otherwise be necessary to ensure a fair election. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors.

7.3.2. Deliver, or cause the delivery of, at least thirty (30) days before an election, to each Member the following documents:

A. The ballot or ballots; and

B. A copy of these Election Rules. For purposes of this subsection, the delivery of these Election Rules may be accomplished by either of the following methods: (i) Posting the Election 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 pursuant to California Civil Code section 4040.

7.3.3. Receive reports of errors or omissions contained on the Candidate List and Voter List (both defined elsewhere herein) and shall correct said errors within two (2) business days.

7.3.4. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

## Harmony Owners Association

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

7.3.6. Members requesting a ballot during the Annual Meeting may be required to provide the Inspector with proof of residency (e.g., a utility bill, driver's license, grant deed).

### **VIII. SECRET BALLOT PROCEDURE**

8.1. **Elections Requiring Secret Ballots.** Pursuant to California Civil Code section 5100, the secret ballot procedures contained in these Election Rules shall be utilized for the following matters: (a) elections regarding assessments legally requiring a membership vote; (b) election and removal of directors; (c) amendments to the governing documents legally requiring a membership vote; and (d) grants of exclusive use of common area legally requiring a membership vote.

8.2. **Secret Ballot Requirements.** The secret ballot must satisfy the requirements set forth in the Civil Code and these Election Rules. Ballots shall not identify the voter's name, address or Lot number. The ballot itself shall 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 the voter's name and print their address within the Association. 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 as set forth herein. A Member of the Association may request a receipt for delivery.

8.3. **Official Ballots Only.** Only official ballots will be counted. Any unauthorized reproduction of balloting materials, including, but not limited to, the ballot, will render the ballot "unofficial," and therefore will not be counted. 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.

### **IX. VOTING PROCEDURE**

9.1. **Eligibility to Vote.** A person is eligible to vote if, at the time ballots are distributed, (i) the person is a Member of the Association, or (ii) the person has a general power of attorney for a Member. Members may cast one (1) ballot per Lot owned by that Member within the Association. If more than one (1) person is the record owner of a Lot, the vote for that Lot shall be decided by said parties between themselves. In the event one or more persons who share ownership of a particular Lot each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Lot.

9.2. **Casting of Ballots.** Ballots and related materials required for voting shall be sent to Members at least thirty (30) days, but not more than ninety (90) days, prior to the deadline for voting. Any ballots received after the applicable deadline will be disqualified and will not be counted by the Inspector. A Member 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. Members may cast their ballots by any one (1) of the following methods:

## Harmony Owners Association

9.2.1. **Return by Mail Prior to Voting Deadline.** Members may mail their ballots to the location designated by the Inspector provided that any ballot so mailed is received no later than the close of business on the date designated for the deadline for voting.

9.2.2. **Physical Delivery Prior to Voting Deadline.** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than the close of business on the date designated for the deadline for voting; or

9.2.3. **Deposit at Ballot Counting Meeting.** Members may deposit their ballots with the Inspector at the meeting in which votes are to be tabulated prior to the time set by the Inspector for the closing of the polls.

9.3. **Ballots are Irrevocable.** Once a ballot is received by the Inspector, it is irrevocable.

9.4. **Cumulating Votes.** Where there are two (2) or more positions on the Board to be filled, election to the Board shall be by cumulative voting as defined in California Corporations Code section 7615(b), which provides that no member shall be entitled to cumulate his votes for one or more candidates unless such candidate's name has been placed in nomination prior to the voting and the Member has been given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any one (1) Member has given such notice, all Members may cumulate their votes for candidates in nomination. Under cumulative voting, each Member is given a number of votes equal to the spots up for election, multiplied by the number of votes the Member is entitled to exercise under the Declaration. These votes may all be given (cumulated) to a single candidate, or the Member may distribute these cumulated votes among any two (2) or more candidates as the Member desires.

## X. PROXIES

10.1. **Proxies.** Each Member may vote by proxy. Each proxy shall (a) be in writing, (b) identify the person (the "**Proxyholder**") authorized to vote on behalf of the Member (the "**Proxygiver**"), (c) state the length of time the proxy is valid, (d) be signed by the Proxygiver, and (e) filed with the Secretary of the Association. A proxy shall be deemed signed if the Proxygiver's name is placed on the proxy (whether by manual signature, typewriting, or otherwise) by the Proxygiver or the Proxygiver's attorney-in-fact. Only Members may serve as Proxyholders.

10.2. **Validity for Certain Matters.** No proxy shall be valid as to those matters described in California Corporations Code section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g).

10.3. **Revocability.** Every proxy shall be revocable and shall automatically terminate upon the earliest of the following: (a) the conveyance by the Owner of his Lot; (b) the date of automatic termination, if any, specified in the proxy, but not to exceed three (3) years from the date of issuance of the proxy; or (c) eleven (11) months from the date of issuance of the proxy, if no automatic termination date is specified in the proxy.

10.4. **Voting Instructions and Choice of Approval/Disapproval.** Any form of proxy distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except that a candidate for election as

## Harmony Owners Association

a Director need not be named in the proxy or ballot. The proxy shall provide that where the Member specifies a choice the vote shall be cast in accordance with that choice. If the proxy is to be used in a vote held pursuant to the secret ballot procedure, any instruction to the Proxyholder as to how to cast the Member vote(s) shall be set forth on a separate page and retained by the Proxyholder. A proxy may be revoked as described in California Corporation Code section 7613(g) prior to the receipt of the ballot by the Inspector.

### **XI. TABULATION OF VOTES**

11.1. **Tabulation of Votes.** All votes shall be counted and tabulated by the Inspector in public at a properly noticed meeting of the Board for the Association and/or Members of the Association after the deadline for voting. Any Member of the Association may witness the counting and tabulation of the votes but shall stand at least ten feet (10') away from the Inspector. Candidates and/or Members may not harass, cajole, distract, communicate with, or otherwise interfere with the Inspector while the count is taking place. No person shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector. In an election of directors, the candidate(s) receiving the greatest number of votes shall be elected to office, and the number of candidates elected shall be dependant upon the number of seats open for election.

11.2. **Tie Votes.** In the event of a tie vote among the candidates, the winner will be determined by a coin flip or drawing of straws.

11.3. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspector, shall be (a) promptly reported to the current Board, (b) recorded in the minutes of the next meeting of the Board, and (c) be made available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election.

## Harmony Owners Association

### **ELECTRONIC COMMUNICATIONS POLICY**

Adopted by the BOD on 03/10/2021

Corporation's code permits community associations to distribute communications to homeowners via email or other electronic means.

#### **Consent and Acknowledgement**

You may opt in to electronic delivery of Association's communication by providing written confirmation. Written confirmation can be provided by completing the Electronic Consent Form via email or standard mail to the Management Company. Completing and submitting this form is confirmation that you agree to the delivery, via the internet to an email address you designate, of all Association communications or email notifications that documents are available for retrieval on the secure members section of the Association's website, via the delivery option determined by the Board of Directors. You also confirm you are able to access and retain electronic communications from the Association. According to the law, communications sent to you via email are deemed received at the time they are sent. Consent to receiving electronic communication does not include electronic billing and electronic statements. These options are available through the Management company.

#### **Withdrawing Consent**

You may withdraw your consent by opting out of electronic consent delivery by contacting the Management Company. The legal validity of prior electronic communications will not be affected if you withdraw your consent.

#### **Hardware and Software Requirements**

No particular computer system is required in order to consent to receive electronic communications. Retrieval of confidential Association documents on public computers is strongly discouraged and should be avoided whenever possible. If you do retrieve anything on a public computer, please be sure to log off completely after using the computer.

#### **Paper Copies**

You may request a paper copy of any document sent to you via email. If you want to obtain a paper copy, please contact the Management Company. The costs of association documents shall not exceed the costs permissible under Civil Code 5205 and shall be made payable to the Association's management company.

#### **Updating Contact Information**

You are responsible for ensuring that the Association has your current email address for purposes of receiving electronic communications. If your email address changes, please contact the Management Company. If you fail to notify us of any change in your email address, you agree that we may provide electronic communications to you at the email address maintained in our records and provided by you.

## Harmony Owners Association

### **ENFORCEMENT AND FINE POLICY**

Adopted by the BOD on 03/10/2021

All Owners, tenants, residents and guests are required to abide by these Rules and Regulations. The Management Company, acting on behalf of the Association, has been instructed by the Board to require the compliance of persons within the Community with the provisions of the Rules and Regulations, Architectural Guidelines, CC&Rs, and Bylaws. Anyone refusing to do so may face corrective action decided by the Board.

#### **Complaint(s) of alleged violation(s) of the Harmony Owners Association will be processed according to the following procedure:**

1. We recommend that you first discuss the issues and concerns with the offending party.
2. If a resolution is not attained, the reporting party should submit a written report to the Management Company.
3. A warning letter may be sent to the offending party based on a single written report.
4. If the violation is verified by Management, Committee Members, the Board of Directors, or any other Member of the Association, a violation letter will be sent to the offending party.
5. If the violation is not addressed, a hearing may be called by the Board of Directors where the following may be imposed: monetary penalties; suspension of voting rights; suspension of use of Common Area or Association Property, facilities/amenities, commencement of legal or equitable action for damages, injunctive relief or both.
  - a. A hearing letter will be sent to the offending party at least ten (10) days prior to the meeting date.
  - b. The hearing will be conducted in executive session.
  - c. The Board's decision will be sent in writing within fifteen (15) days following the hearing.

After Notice and a Hearing, as set forth in the Enforcement Policy, the following disciplinary action may be imposed against a member for a violation or violations of the Association's governing documents, Architectural Guidelines and community policies and restrictions:

1. Levy a Compliance Assessment (fine)
2. Suspend or condition the right of a member to use Common Area operated by the Association
3. Enter upon lot to make necessary repairs, or to perform maintenance, which is the responsibility of the Owner of such Lot
4. Recording a notice of noncompliance encumbering the Lot of a member.

#### **LEVELS OF FINE PROGRESSION**

1<sup>st</sup> Fine – \$100.00

2<sup>nd</sup> Fine – \$200.00

3<sup>rd</sup> Fine – \$300.00

4<sup>th</sup> Fine – \$500.00

**Fines may continue at \$500 for repeat future occurrences.**

#### **VIOLATION FINE & CONTINUING ENFORCEMENT GUIDELINES**

The following items are examples, and are not limited to:

- Trash
- Signs
- Nuisance (varies with impact)
- Unsightly Items
- Parking Violation
- Window Coverings
- Holiday Lighting and décor
- Stored Items

## Harmony Owners Association

- Animal Nuisances
- Vehicle Repairs
- Unapproved Moves or Large Deliveries
- Satellite Dish (Installation location)
- Business conducted from Residence (varies with impact)
- Prohibited Vehicles, Trailers, Boats (etc.)
- Unapproved Improvement (varies with impact)

**A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a Notice of Hearing. If a violation is cleared and it re-occurs within six months, the offending homeowner will be invited to the next hearing rather than restarting the process.**

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

\*Fine may be modified based on specific circumstances and facts, e.g. history of violation, cooperation by homeowner and multiple violations.

Please read the Governing Documents carefully. If you unknowingly break any rule, and the Management Company or Board brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

## Harmony Owners Association

### **PARKING POLICY**

Adopted by the BOD on 03/10/2021

Vehicles found in violation of these policies are subject to tow at the vehicle Owner's expense, pursuant to CA Vehicle Code 22658.

Purpose of the following policies: It is the Board of Directors' intent to establish a fair parking policy intended to permit sufficient parking for residents and guests throughout Harmony Owners Association at all times. Owners and residents are asked to fulfill their obligations to all others within the community by adhering to the Governing Documents that were agreed to at the time of purchase. Please respect these rules and recognize that what each resident does or does not do can adversely affect a friend or neighbor.

#### **RULES AND GUIDELINES:**

1. The following vehicles are "Authorized Vehicles": Standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick up trucks having a manufacture's rating or payload capacity of one (1) ton or less.
2. The following vehicles are "Restricted Vehicles:" Recreational vehicles (excluding camper bodies attached to an Authorized vehicle), motor homes (excluding motor homes not exceeding 18 feet in length), travel trailers, camper vans, boats and the like. If a vehicle qualifies as both an Authorized Vehicle and a Restricted vehicle, then the vehicle is presumed to be a Restricted vehicle, unless the vehicle is expressly classified as an Authorized vehicle by the Board.
3. The Following vehicles are "Prohibited Vehicles": (a) commercial-type vehicles (e.g. skate bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (b) buses or vans designed to accommodate more than ten (10) people, (c) vehicles having more than 2 (2) axels, (d) trailers, (e) inoperable vehicles or parts of vehicles, (f) aircraft, (g) any vehicle or vehicular equipment deemed a nuisance by the Board and (h) vehicular equipment not classified as an Authorized Vehicle or Restricted vehicle.
4. Temporary parking shall mean the parking of (1) such vehicles belonging to Owners and/or their invitees or guests for purposes of loading and unloading only, (2) delivery trucks, service vehicles and other commercial vehicles for purposes relating to the furnishing of services to the association, an Owner or tenant and/or for loading and unloading only, and (3) the parking of an Owner's invitees or guest for a time period not exceeding forty-eight (48) consecutive hours. No such temporarily parked vehicle may remain within the project overnight for a time longer than forty-eight (48) hours.
5. Public Street: The street that provides vehicular access to Lots 1 to 12, inclusive, of Tract 10507 (i.e., Toyon Avenue) is a public street and subject to all applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the public street. The Association does not have jurisdiction over such public street. Complaints concerning this Public Street should be reported to the City of Sunnyvale.
6. Parking of vehicles owned or controlled by an Owner is permitted only:
  - a. In the Owners garage
  - b. Only after all parking spaces in the Owner's garage have been used for vehicle parking, on an Owner's driveway if parked vehicle does not either restrict the passage of pedestrians or vehicles over a public street or private drive or extend beyond the limits of the driveway (e.g., extend into the driveway apron).
7. All guest parking spaces on the private drive shall be used only for temporary parking by guests of any Owner or resident in the Project on first-come, first-served basis, in accordance with the Rules and Regulations.
8. There shall be no parking of any vehicle on unpaved surfaces, such as lawns or dirt surfaces.



## Harmony Owners Association

9. No vehicle shall block or impede access of fire fighting equipment to or through any public street, the private drive in the Project, or any fire hydrants in the Project.
10. Subject to the approval of the Association, an Owner may be permitted to use a guest parking space for more than twenty-four (24) hours.
11. Parking is not permitted in any fire lanes or any other area of the Project described and/or depicted in Exhibit "C" of the CC&Rs.
12. Each owner shall keep the Owner's garage readily available for parking of the Owner's and his or her tenant's respective vehicle(s) at all times.
13. Owners shall not store any Restricted Vehicles, goods or materials therein, nor use any portion thereof for a workshop or other use, if such storage would prevent, prohibit, and/or impede said Owner from parking the number of four wheel vehicles therein for which said garage was originally designed to accommodate (e.g. 2 vehicles).
14. No garage or driveway may be rented or conveyed separately from a Lot.
15. Garage doors shall remain closed at all times, except as reasonably required for entry to and exist from the garage.
16. Each Owner shall ensure that the automatic garage door opener is in proper working order at all times.
17. No Owner shall conduct any repairs to any motor vehicle of any kind whatsoever in or upon any portion of the Project, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
18. No washing of any vehicle and no hosing of impervious surfaces in the project is permitted.
19. No power equipment, other than hand-held power tools, or other similar apparatus may be used in the garages or Project.
20. No garage shall be used for residential or storage purposes or any other purpose which would restrict the parking and the number of motor vehicles for which the garage was designed.
21. The portion of a garage not used for motor vehicle(s) may be used for storage of furniture or other household goods, granted that the number of vehicles for which the garage was designed can still be parked in the garage.
22. No inoperable or unsightly vehicles shall be allowed in the Project.
23. Parking in fire lanes is prohibited. Parking in Handicapped Zones without authorized placards or stickers, blocking Handicap Ramps, vehicles parked blocking ingress or egress to the community, vehicles parked in front of the garage entrance, on sidewalks or streets, or in fire lanes, will result in the vehicle being towed immediately, without notice.
24. Vehicles shall not be parked in "no parking zones". These zones may be identified by signs, painted or marked curbs, or both. Vehicles parked in such areas for any period of time shall be ticketed and/or towed at the vehicle owners' expense, which may occur immediately without advance notice to vehicle owners.
25. Owners may have to park outside of the Association Property. The Association is not responsible for injuries, theft, property damage or other criminal acts. Nor shall the Association remediate or otherwise compensate for any efforts of or conditions related to the parking and vehicular guidelines.
26. Owners are responsible for fines and compliance with the Harmony Owners Association Governing Documents of their tenants and guests. Registered vehicle owners are responsible for any costs relating to towing vehicle storage per California Vehicle Codes.
27. The Board has the right and power to enforce all parking and vehicle regulations applicable to the community, including the removal of violating vehicles from the garage or driveway and other portions of the community in accordance with California Vehicle Code section 22658.2 or other applicable laws. The Board has the power to establish additional guidelines concerning parking in the common area or association property, including designation "guest parking", and "no parking".

## Harmony Owners Association

28. The applicable public agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public or private streets contained within the Association.

### **PARKING ENFORCEMENT**

1. Parking may be monitored and enforced by the Association's hired Patrol Service, Management, Board of Directors or Committee.
2. To report garage and/or parking violations, please contact the Management Company.
3. All complaints must be in writing from a unit owner and signed by the owner. Anonymous or verbal complaints will not be accepted.
4. No vehicle may be towed from Common Areas unless the Association's designated agent or representative has authorized the towing of the vehicle with the towing company, (unless the vehicle is parked in a fire lane, and it has been determined that a violation warrants towing and arranges for same). Owners of assigned parking spaces may call for vehicles to be towed from their parking space. The towing company will document the violation with pictures and any necessary supporting documentation.

Any owner who feels their vehicle was improperly towed may file a written appeal to the Board of Directors through the Management Company. The appeal should include specific details as to why it is believed the tow was invalid due to there having been no violation of their Parking Policy. Tenants, guests and/or vendors must contact the unit owner who may initiate an appeal on their behalf.

**NOTE:** If your vehicle is towed from the Harmony Owners Association, DO NOT contact the Management Company. You must contact the towing company directly for information on recovering your vehicle. Please refer to the parking signs that shall be posted within the community.

### **TOWING AUTHORITY**

Any vehicle wrongly parked within the Development may be towed in compliance with the requirements and procedures of Vehicle Code section 22658 or any successor statute thereto. In addition, and without limiting the foregoing or any other right or remedy available to the Board, the Board may impose monetary penalties for violation of any parking restrictions or Rules.

## Harmony Owners Association

### **RENTAL POLICY**

Adopted by the BOD on 03/10/2021

Except where expressly prohibited by law, local ordinance, or other applicable statute, Owner's as defined in the CC&R's may lease or rent Units provided the Owner is in compliance with this Policy. Conformance with Article 3.5 of the Harmony Owners Association Declaration, any Owner may lease such Owner's Unit subject to the following:

1. No Owner shall be permitted to lease such Owner's unit, or any portion of such Owner's Unit, for transient or hotel purposes for a period of less than thirty (30) days.
2. All rental and lease agreements are required to be in writing, and a copy of such lease shall be provided to the Association.
3. Any lease is required to provide the terms of said lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
4. Owners shall provide copies of the Declaration, Bylaws, Rules and Regulations and Architectural Guidelines to a tenant at the time the lease is executed. Owners will have a continued obligation to provide any updated documents to their tenants, if any.
5. The Owner of the leased Unit shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenant, other residents of the Unit and their family's agents and invitees while present in the Community, and the Owner shall indemnify, defend and hold harmless the Association and the other Owners in the Community from any liability arising from any such acts or omissions.
6. All Assessments remain the responsibility of the Owner during the term of the lease or rental agreement.
7. Owners are responsible for providing the Association with their current contact information.

Harmony Owners Association

**SIGN POLICY**

Adopted by the BOD on 03/10/2021

1. The following criteria applies to “FOR SALE” or “FOR RENT” signs:
  - a. The sign shall be a single panel with no additional signs affixed to it. Only one (1) sign is allowed per Unit that is for sale or rent.
  - b. The sign has reasonable design and dimensions (which shall not exceed total dimension of eighteen (18) inches by thirty (30) inches in size) and does not adversely affect public safety, including traffic safety.

The sign shall not be placed on Common Area, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings or other Common Area.
  - c. The sign is attached to the ground by a conventional, single vertical stake which does not exceed normal standards for signs commonly utilized for similar purposes by a real estate company licensed to conduct business in the State of California.
  - d. A-Frame style Open House signs within reasonable dimensions may be placed in front of building the day of Open House on weekends. Sign must be removed by the end of the Open House or end of the day, whichever comes first.
  
2. Subject to Civil Code Section 712, 713 and 1353.5 no sign, advertising device or other display of any kind shall be displayed in the Community or on any private street except for the following:
  - a. Entry monuments, community identification signs, traffic or parking control signs, and other signage required by the Harmony Owners Association, City of Sunnyvale, CA or County of Santa Clara, CA.
  - b. For each Unit - one (1) nameplate or address identification sign which complies with the Architectural Guidelines.
  - c. Signs of any size or configuration used by Declarant in connection with the development of the Community and the sale, lease or other disposition of Homes and the Annexable Property.

## **ADDITIONAL RESTRICTIONS**

Adopted by the BOD on 03/10/2021

If any provision of the CC&R's, the Articles or the Bylaws is inconsistent with or materially alters any Rules or any information in the Harmony Owners Association Handbook, the CC&R's, the Articles and the Bylaws shall control to the extent of any such inconsistencies.

### **Residential Use**

Each Residence shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose.

Notwithstanding the foregoing, Owners or Residents of the Residences may use a room or rooms in the residence as an office, provided that the primary use of the Residence is as a residence, no advertising or signage is used in any manner in connection with the office use, no customers, clients or patients enter the Residence on any regular basis, and the use is in compliance with all local ordinances. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development. The use of Residences or other Improvements in the Development by the Declarant or its designees as models and sales and construction offices for purposes of developing, improving and selling the Residences in the Development shall not be a violation of this restriction.

### **Quiet Enjoyment / Nuisance**

No noxious or offensive activity shall be carried on in any home or any part of the Project, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment or each of the Owners of such Owner's respective dwelling Unit, or which shall in any way increase the rate of insurance.

Clotheslines, refuse containers, wood piles, storage boxes, tools and equipment shall be prohibited from any Lot unless obscured from view by a fence or appropriate screen approved by the Architectural Committee.

### **Animals**

Per Section 6 of the CC&Rs, No animals of any kind shall be raised, bred or kept in any Lot or in the Common Area, except that common domesticated dogs, cats, birds or other household pets (other than small household pets such as fish), maybe kept in each Lot in reasonable numbers and in compliance with the requirements of the City's Municipal Code; provided, however, that no animal shall be kept, bred or maintained for any commercial purpose and shall not exceed weigh limitations. A "reasonable number" shall ordinarily mean two (2) total pets (excluding household pets such as birds and fish) per lot. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal in the Project.

The following additional rules shall apply to animals and pets within the Community:

1. No animals may be left unattended in front yards or the Association Property.
2. All dogs must be licensed and have vaccines up to date.
3. All dogs must be leashed while walking. The Owner shall, at all times, have readily available means to clean up, and shall clean up, any excrement or other unclean or unsanitary conditions caused by the animal.

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4. Residents are solely responsible for ensuring that there is no external evidence of the presence of any animals kept in the Community (including unreasonable noise or noticeable odor).
5. Any owner who claims that an animal constitutes a nuisance (barking dogs) shall first direct the complaint to the Public Safety Desk officer at the Sunnyvale Animal Control unit at 408-730-7110. To report Loose dogs, trapped feral or nuisance cats, nuisance animals, animal bites or aggressive animals, animal cruelty or injured animals, owners should contact Sunnyvale Animal Control at 408-730-7178.
6. Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
7. All pets belonging to Owners, tenants and lessees or guests must be kept within an enclosed area or stable on a leash or tether being held by a person capable of controlling the animal.

### **Antennas**

Per Section 18 of the CC&Rs: No person may install any antenna or over-the-air receiving device except for an "Authorized Antenna". An Authorized Antenna is (i) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter, or (ii) an antenna designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one meter or less in diameter or diagonal measurement, (iii) an antenna is designed to receive television broadcast signals, or (iv) an antenna used to receive and transmit fixed wireless signals. An Authorized Antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to Local Government Agency permitting requirements for safety purposes. Approval must be obtain, by submitting an Architectural Application, prior to installing any Authorized Antenna.

### **Sports Equipment**

No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to any residential dwelling or erected or maintained on any Unit, patio or yard area. Temporary Portable Sports Apparatuses are limited to one sports apparatus per single family lot. No temporary or permanent basketball standard or backboard, or any other sports apparatus shall be constructed, erected, installed or maintained on any on any Common Area private street.

Temporary Portable sports apparatuses are permitted on the condition that they are placed away from view of common area when not in use.

### **Window Coverings**

Per Article VIII, Section 11 of the CC&Rs, no window in any Residence shall be covered in whole or in part, inside or outside, with aluminum foil, sheets, bedding, newspaper, paint, tint or any other material reasonably deemed inappropriate for such use by the Association.

### **Holiday Decorations**

Outdoor holiday decorations or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of the holiday, as determined by the Association, and shall be removed within no more than seven (30) days after such holiday.

The following holiday decorations policy is designed to help avoid adverse visual impact and insure the safety of all the homes and residents:

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1. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 15<sup>th</sup>. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday and must be removed within seven (7) days of the holiday, unless prior written authorization has been granted by the Association to remove them at a later date.
2. Residents who do not comply will be sent a violation notice.
3. All holiday lighting must have the "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
4. Please insure that holiday lights do not disturb other residents.
5. Holiday decorations can only be displayed in owner's Unit or Exclusive Use Balcony or Patio Area provided the holiday decorations do not penetrate or damage common area surfaces.

### **Vehicle Maintenance**

There shall be no washing of any vehicle within the common areas at any time.

### **Alterations, Modifications or Additions**

There shall be no alterations, modifications or additions made to the Residence or any Improvement thereon except in compliance with the provisions of CC&Rs Article 9 and/or Architectural Guidelines. Any improvements must follow the application and approval process as stated in the Architectural Guidelines.

### **Compliance with Law**

No Owner shall permit anything to be done or kept in his or her Residence that violates any Applicable Law. Nothing shall be done or kept in any Residence that might increase the rate of or cause the cancellation of any insurance maintained by the Association.

### **Yards**

The Association maintains the front yards. No modifications are permitted in the front yards, as they are maintained by the Association.

Each Owner is responsible for the general installation, cleaning, and maintenance of improvements within such Owner's yard (behind fence), including, but not limited to, landscaping and trees and any drainage or irrigation improvements.

1. Each Owner of a Unit with a yard shall also be responsible for the maintenance and repair of the yard drains for surface water runoff within such Owner's yard, and the drainage lines and improvements for the same, and shall keep same free and clear of debris.
2. If the need for maintenance or repairs to the drainage arises out of or is caused by the willful or negligent act of an Owner, such Owner's family, guests or invitees, the responsible owner shall bear the cost of maintenance and repair.
3. Each Owner is to maintain the interior unfinished surfaces of the individual gate, fences and/or railings of such Owner's yard.
4. Owners with fencing that has been constructed between adjoining yards shall jointly assume the burdens and share the cost of reasonable maintenance and repair in proportion to such use.
5. In no event shall unsightly objects be placed or stored in a yard where they may be seen by other Owners from their Units, patios and/or yards or using the Common Areas, or by the public in general.

### **Trash Removal**

Each Owner shall be responsible for the removal of all the trash and refuse from that Owner's unit. Trash containers may be placed out the night before trash pick up day and must be removed by 5:00 PM on the day of trash pick-up. Trash containers must be kept away from view of common area.