

COMMUNITY HANDBOOK

Rules, Regulations, Policies and Information

Quartz Trail Community Association

Professional Management By

Professional Community Management, An Associa Company
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INTRODUCTION

As an Owner and member of Quartz Trail Community Association (“*Association*”), you have certain responsibilities. Each Owner’s responsibilities include paying assessments, adhering to all of the Association’s documents, including this handbook, and maintaining those areas that are the Owners’ responsibility to maintain. Your cooperation is vital to the success of the community, and your Board of Directors thanks you for helping make the Association a wonderful place to live.

The Association is managed by Professional Community Management, an Associa Company (“*Management*”). You will find the contact info on the following page. Please contact Management for issues related to violations of the Association documents, payments of assessments, or maintenance issues of the common areas.

The Association has a Board of Directors that makes decisions on maintenance, member discipline, finances, etc. They base their decisions on the Association’s documents and California Law. All Owners are welcome to attend and observe meetings of the Board of Directors except during executive sessions. Owners will be notified of all open Board meetings that they are a member of, typically by a posting in the common area no less than four (4) days before the meeting, posting on a website, and/or emailing to all Owners who have supplied their email address to the Association. See the Section about Board Meetings in this handbook for more information.

This handbook contains important information about living in the Association and includes restrictions from the CC&Rs as well as policies adopted by the board, as well as statutorily required election rules. Owners are responsible for all of the provisions in the CC&Rs as well as this handbook. Not all of the information from the CC&Rs is restated in this handbook. Please review this handbook and all Governing Documents and provide them to any tenants you may have. Please do not hesitate to contact Management if you have any questions or concerns.

MANAGEMENT CONTACT INFORMATION

Professional Community Management, an Associa Company	
Main Phone Line:	(951)-359-2854
Community Manager: <i>Kirstie Wright</i>	Kirstie.Wright@associa.us
Billing Questions (Accounts Receivable) Phone:	(800)-369-7260
Billing Questions (Accounts Receivable) Email:	pro.info@associa.us
After Hours Emergency:	(800)-369-7260

INFORMATION ON PAYING ASSESSMENTS

All members will pay monthly regular assessments to the Association. You will receive a monthly billing statement around the 20th of the month preceding the due date of the upcoming month, which is the 1st. If you are a new Owner, depending on when you close escrow, you may not receive your first statement until the following month. Your statement will include your account number and the temporary password, which is required to enroll in the online portal. To enroll, please <http://www.townsq.io/> and complete setting up your account. You will need your account number and zip code to complete setting up your account. Once enrolled you can make payments, enroll for automatic payments (ACH), change your address, enroll in paperless statements, and view your account information.

There are several ways to pay your assessments:

- Auto Debit (ACH) – Your Association will automatically deduct the monthly assessment amount from your checking account on the 20th of the month preceding the next month’s due date of the 1st. For example, for assessments that will become due on February 1st, the payment will be withdrawn from your ACH on January 20th to pay that February 1st assessment. To enroll, please log into the online portal.
- Web-Pay - Payments can be made online through the online portal free of charge using your checking account.
- Pay by check - Please include the tear-off statement remittance with your check and mail in the envelope provided with the statement.
- Utilize your bank's bill pay service – The payment should be payable to your Association (not Management). Please be sure to include your full account number. The mailing address is Quartz Trail Community Association, c/o Associa-PCM, PO Box 51412, Los Angeles, CA 90051-5712
- Credit Cards/E-Checks – There is a \$2.95 convenience fee plus a 3.5% fee for each credit card payments and no fees for e-checks. Please log in to the online portal and select make a payment. You will be routed to our 3rd party service provider on <http://www.townsq.io/>.

For questions regarding your account or any of the above payment options, please contact us at pro.info@associa.us or by calling Associa PCM at 800-369-7260.

RULES AND REGULATIONS

The Rules and Regulations come from the CC&Rs of the Association:

In addition, it includes rules adopted by the Board. If the rule is adopted by the Board, the date of adoption will be noted in parenthesis. If it is a provision directly from the CC&Rs, there will be a notation of the Section in the CC&Rs. For example, the rule will be followed by the CC&Rs Article and Section number referenced in this format: (CC&Rs, Art. Z, Sec. Z).

However, please be advised that not everything from the CC&Rs is included here, and all Owners are still obligated to be in compliance with the CC&Rs in their entirety. This Community Handbook is simply meant as an easy reference to the CC&Rs as well as all rules adopted by the Board. All Owners are expected to be familiar with and to adhere to the rules of the Association and follow common courtesy with other Owners. Thank you for your cooperation.

PARKING AND VEHICLE RESTRICTIONS

Certain parking areas on the public streets of the Community will be marked with signage for any parking restrictions and enforcement will be conducted by the City of Menifee. Other streets and drives within the community are private and under the jurisdiction of the Association.

All Owners are expected to use their garages for the parking of the number of vehicles they were designed for, without exception.

“Authorized Vehicles” are passenger vehicles or vans designed for 10 or fewer people, motorcycles, and pickup trucks that can fit within the garages and have a payload capacity of 1 1/2 tons or less.

“Prohibited Vehicles” are recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats), all commercial vehicles or work trucks, including stakebed trucks, tank trucks, dump trucks, concrete trucks, limousines, any commercial vehicle with equipment located outside the vehicle, vehicles designed for more than 10 people, trailers, inoperable or unregistered vehicles, aircraft, and any vehicles deemed a nuisance by the Board.

1. Prohibited Vehicles are not allowed to park within the Community, unless they are parked for brief periods of time for unloading, loading, 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. (CC&Rs, Art. 6, Sec. 6.12.2)
2. All vehicles belonging to the occupants of an Owner’s Lot must be parked within the garage of the home to the extent they fit in the garage of the home, or on the home’s driveway. No parking in the driveways can extend out to the sidewalks. Parking on private streets of the Association shall be controlled and regulated by the Association. (CC&Rs, Art. 2, Sec. 2.9.6; Art. 6, Sec. 6.12.3-12.4)
3. Washing of vehicles is not allowed within the Association, including on any Lot or enclosed garage. (CC&Rs, Art. 6, Sec. 6.12.3)
4. There shall be no repair or service of vehicles anywhere within the Association, including on Lots and in an enclosed garage, except for emergency repairs. (CC&Rs, Art. 6, Sec. 6.12.3)
5. Vehicles in violation of the parking rules, posted notices from the Association or Governing Documents, or parked in a fire lane are subject to towing without notice at the vehicle Owner’s expense. (CC&Rs, Art. 6, Sec. 6.12.4)

ALLOWED USE OF LOTS

The homes within the Association are intended to be used only as single-family residential dwellings. There are, however, limited other uses that an Owner can conduct out of a home under certain restrictions.

6. Lots may **not** be used for non-residential uses such as manufacturing, storage, vending, auctions, vehicle or equipment repair, et. al. (CC&Rs, Art 6, Sec. 6.2)
7. Owners may use a Lot for a home-based business only under the following restrictions (CC&Rs, Art. 6, Sec. 6.1):

- The business is operated solely within the residence with no external evidence of said business.
- The business is not related to manufacturing, vending, storing or commercial activities.
- The business activity is limited to arts and crafts, professional or administrative services.
- The business is operated by the Owner of the home who lives in the home as a primary residence. Tenants may not operate a business out of a Lot without the approval of the homeowner.
- There is no sales activity within the Community and no customers visit the residence.
- There is no advertising anywhere in the Community.
- The business does not unreasonably increase the flow of traffic within the Community or create parking problems.
- The business operations do not violate any other portion of the Governing Documents.
- The business does not create unreasonable noise, odor or vibrations outside of the Lot.
- The business operations are in compliance with the City of Menifee Municipal Code and be registered in good standing with the City of Menifee.

8. An Owner may use the Lot for a family home childcare or health services as defined in the California Health and Safety Code Section 1597.40 and 1566.5 and small home-based businesses under the following restrictions:

- All applicable state and local laws, including licensing, inspection, and zoning requirements are complied with.
- The activity or business does not create a nuisance or impose adverse conditions in the community, such as noise or odors that are apparent outside the Lot.
- The activity takes place solely inside the Lot.
- The activity does not violate any other provision of the Governing Documents.
- No signage may be placed anywhere within the community related to the services.

NUISANCES AND PROHIBITED ITEMS OR ACTIVITIES

The Association relies on all Owner and Residents displaying common courtesy in their day-to-day activities to help ensure a peaceful and enjoyable environment for everyone. Anything that could prohibit the quiet enjoyment of another Owner can be considered a nuisance by the Board.

9. No noxious or offensive activities, or anything that may become a nuisance to the residents, as determined by the Board of Directors, shall be conducted within the Community. (*CC&Rs, Art. 6, Sec. 6.16*)
10. Owners **may not** allow the discharge of anything other than water into the storm drain system. (*CC&Rs, Art. 6, Sec. 6.22*)
11. Washing of vehicles within the Community is **prohibited** due to Storm Water Regulations. (*CC&Rs, Art. 6, Sec. 6.12.; CC&Rs, Art. 6, Sec. 6.22*)
12. The presence of anything in the Community that would increase the rate of or cause the cancellation of insurance, obstructs or interferes with the rights of other Owners or the Association, violates the law or the Governing Documents, or constitutes a nuisance or other threat to health and safety is **prohibited**. (*CC&Rs, Art. 6, Sec. 6.16; Art. 10, Sec. 10.1.2(f).*)

13. There shall be no unsightly articles on a Lot or any other portion of the Community that is visible from other Lots including but not limited to play equipment, trash, bicycles, recycling materials, household items, etc. *(CC&Rs, Art. 7, Sec. 7.2.2)*
14. Construction or storage containers are **not** allowed within the Community except by permission of the Design Review Committee or the Board of Directors. *(CC&Rs, Art. 6, Sec. 6.8)*
15. Outdoor storage or bulk materials or waste materials are **not** allowed within the Community including materials for any installation of yard or patio improvements. *(CC&Rs, Art. 6, Sec. 6.8; Art. 6, Sec. 6.22.4)*
16. An Owner or tenant/invitee of an Owner may not alter or damage any area that is maintained by the Association. Owners will be held responsible for the costs of restoring/repairing any damage or alteration. *(CC&Rs, Art. 5, Sec. 5.8)*

OWNER RESPONSIBILITIES FOR MAINTENANCE AND APPEARANCE OF LOT

17. All initial Owners who do not have landscaping installed by the Declarant or Neighborhood Builder must install landscaping on the front, rear, and side yards no later than one hundred and eighty days (180) after the close of escrow of such Lot, subject to Board or Design Review Committee approval. *(CC&Rs, Art. 6, Sec. 6.22.3(b); Art. 8, Sec. 8.2)*
18. No outdoor area such as balcony, patio, deck or yard may be used for storage purposes, unless otherwise approved by the City of Menifee. *(CC&Rs, Art. 6, Sec. 6.8)*
19. Owners must abide by all Design Guideline restrictions for anything visible in a patio, balcony, yard or deck. *(CC&Rs, Art. 8, Sec. 8.2)*
20. Furniture, umbrellas, and any other materials kept on any balcony, patio or deck area shall be of neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the buildings. *(CC&Rs, Art. 8, Sec. 8.4)*
21. No Owner shall carelessly use water, allow overflow of water into neighboring yards or Common Area or over-irrigate plants or change the established drainage in a yard or patio. Owner will be responsible for any damage or need for drainage alterations due to water overflow from a yard or patio. *(CC&Rs, Art. 6, Sec. 6.21.1; Art. 6, Sec. 6.22.4(b).)*
22. Owners shall not interfere with the Established Drainage within the Community including in the yard of any Lot. Any changes in drainage must be submitted and approved by the Design Review Committee. *(CC&Rs, Art. 6, Sec. 6.21.1; Art. 8, Sec. 8.2)*
23. All window coverings must be in a solid, neutral color. Reflective material, foil or newspaper or similar are not allowed as window coverings at any time. Temporary window coverings are allowed for no more than 90 days from the close of escrow. *(CC&Rs, Art. 6, Sec. 6.13.6)*
24. Each Owner is liable for any damage done to the Common Areas or areas the Association maintains due to negligence or non-maintenance of any item that is an Owner responsibility including the insurance deductible if the Association files a claim, including amenity areas (e.g. recreational facilities, trails, open space areas, etc.) *(CC&Rs, Art. 5, Sec. 5.8); Art. 10, Sec. 10.1.2(f).)*

LEASING/TENANTS

Owners are entitled to lease out a Lot to tenants if allowed under the contractual agreements between builder and Owner. It is very important that Owners provide any tenant with all of the Governing Documents including this Community Handbook and to share any important communications from the Association to the tenants such as maintenance notices, rule reminders, etc. Association correspondence will go to the address indicated by the Owner, not to the tenant. The Owner remains responsible for the conduct and actions of the tenant.

25. All leases must be in writing and the lease must be submitted to the Association if requested. (CC&Rs, Art. 6, Sec. 6.3)
26. No Owner may lease all or any portion of such Owner's Lot for hotel, motel or transient purposes. For purposes of this restriction, any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes and shall be prohibited. Airbnb, VRBO, and other short-term rental advertising of Lots shall be prohibited. (CC&Rs, Art. 6, Sec. 6.3)
27. All leases must include language that makes the agreement subject to all Governing Documents for the Association and violations of the Governing Documents would also constitute a default under the lease agreement. (CC&Rs, Art. 6, Sec. 6.3)
28. Owners cannot retain the right to use the common facilities if their tenants or lessees are given those rights, unless the Owner resides on a portion of the Lot. (CC&Rs, Art. 6, Sec. 6.3)

PETS/ANIMALS

Pets are a joy and a responsibility. To be a good pet Owner, please follow common courtesy and these restrictions. The Board has the ability to have certain pets permanently removed from the property if found to be in violation of the rules or the Governing Documents.

29. Only domestic animals that are kept as household pets are allowed. (CC&Rs, Art. 6, Sec. 6.6)
30. Animals shall not be kept for breeding or raised for commercial purposes and no livestock may be kept within the Community which includes goats, poultry or bees. (CC&Rs, Art. 6, Sec. 6.6)
31. There shall be **no** more than the maximum amount of household pets allowed by the City of Menifee on any Lot. (CC&Rs, Art. 6, Sec. 6.6)
32. Owners may keep domesticated birds, rodents or fish so long as they are kept in the interior of the home and do not create a noise nuisance. (CC&Rs, Art. 6, Sec. 6.6)
33. Owners are responsible for ensuring that noise from any pet does not become a nuisance. In general, if noise from a pet can be heard through the closed window of a neighbor's home, then the noise is excessive and must be abated. (CC&Rs, Art. 6, Sec. 6.6)
34. Owners must immediately remove any excrement or other unsanitary conditions from a pet in the Community or public street abutting or visible from the Community. (CC&Rs, Art. 6, Sec. 6.6)
35. The Board may cause the removal from the Community of pets that are considered a nuisance with chronic barking, damage to Common Area, aggressive behavior or if an Owner fails to clean up after the pet. (CC&Rs, Art. 6, Sec. 6.6)

36. Pets may **not** be left unattended in any outdoor area. (*CC&Rs, Art. 6, Sec. 6.6*)
37. When outside of a Lot, pets must be kept on a leash held by a person capable of controlling the animal. (*CC&Rs, Art. 6, Sec. 6.6*)
38. By entering the common areas or any area within the Community accompanied by a pet, all Owners, their Tenants, and Guests attest that they are compliant with all licensing and vaccinations as required by law and assume any and all risk to their own safety and that of their pet(s). (*CC&Rs, Art. 6, Sec. 6.6*)

SIGNAGE, FLAGS, AND HOLIDAY DECORATIONS

39. A sign related to a security service is allowed in accordance with these guidelines: (*CC&Rs, Art. 6, Sec. 6.10.3*)
 - The sign is not larger than 12"x12".
 - The sign is displayed in the window of a residence, not on the exterior.
40. Signs advertising a Lot for sale or for lease are allowed in accordance with these guidelines (*CC&Rs, Art. 6, Sec. 6.10.4*):
 - The sign may only be displayed in a window, door, or yard area of a Lot.
 - Signs may not be placed in any area that is maintained by the Association such as a parkway or other landscaping.
 - The sign may not be larger than 18" x 30".
 - The sign must be promptly removed at the close of escrow or when leased.
41. Commercial signage advertising any business or service is **prohibited** in any portion of a Lot or Common Area. (*CC&Rs, Art. 6, Sec. 6.10*)
42. Each Lot may have a noncommercial sign, poster, flag, or banner that complies with the following requirements.
 - A noncommercial sign or poster may not be more than nine (9) square feet in size, and a noncommercial flag or banner may not be more than fifteen (15) square feet in size.
 - A noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.
 - The Board has the power, but not the duty, to impose reasonable limits on the duration of display of noncommercial signs or posters, consistent with current law and decisions interpreting restrictions on time, place and manner of noncommercial speech (as applicable); excepting the United States flag, which may only be subject to limitations on location based on safety issues. (*CC&Rs, Art. 6, Sec. 6.10.5*)
43. Holiday decorations including lights may only be installed within an Owner's Lot, and may be displayed for reasonable periods of time prior to a holiday, and must be removed no more than fourteen (14) days after such holiday. (*CC&Rs, Art. 6, Sec. 6.11*)

SATELLITE DISHES/ANTENNAS

An Authorized Antenna is defined as one meter or less designed to receive television broadcast signals or an antenna designed to receive video or radio fixed wireless signals.

44. An Owner may install an Authorized satellite dish or antenna only in accordance with the following restrictions:
- The dish must be located entirely within the Owner's Lot.
 - Each Owner shall provide the Board with written notice that such Owner intends to install the Antenna and must obtain approval pursuant to Article 8 of the CC&Rs. The Association shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000, and any other Applicable Laws promulgated thereunder (collectively "Antenna Laws"). (*CC&Rs, Art. 6, Sec. 6.7*)

TRASH REMOVAL

Each Owner is responsible for setting up their own trash service. (CC&Rs, Art. 6, Sec. 6.23)

DESIGN GUIDELINES AND RESTRICTIONS FOR ALTERATIONS OR IMPROVEMENTS

BASIC GUIDELINES

45. No Owner may install any building, fence, wall, stable, or other structure, landscaping, ADU, or improvement (collectively "Improvement") of any kind on a Lot without approval from the Architectural Committee and Association, except where noted specifically in these guidelines. (*CC&Rs, Art. 8, Sec. 8.4*)
46. Owners wishing to install sun shading type screens for any patio, deck or patio must get prior approval and the application must adhere to the following: (*CC&Rs, Art. 8, Sec. 8.4*)
- Shade screen may be made of fabric or vinyl in a solid neutral color harmonious with the color of the home.
 - Application must show specifically the method and area of attachment with photos and examples of materials.
47. No additional lighting may be added to the exterior of a residence, such as string lights (with the exception of holiday lights- see section on holiday lights and decorations) or any overhead lighting or building lights with the exception of lighting that complies with Ordinance No. 655 of the County of Riverside, due to the Mount Palomar Observatory restrictions, and all exterior lighting must be approved by the Design Review Committee. (*CC&Rs, Art. 8, Sec. 8.4; Art. 17, Sec. 17.1.1(k).*)
48. The drainage, grade or level of the yard or patio may not be altered without approval from the Association. (*CC&Rs, Art. 6, Sec. 6.21*)
49. Owners may have regular window coverings of blinds, shutters, curtains, etc. in a neutral color. (*CC&Rs, Art. 8, Sec. 8.4*)

50. Owners are responsible for compliance with any applicable laws, ordinances or guidelines from the local municipalities, including obtaining any permits. (*CC&Rs, Art. 8, Sec. 8.7.6*)

TIMEFRAMES AND SUBMISSION PROCESS

Please request the Design Review Application from the Community Manager. Please keep in mind that very few things involving altering the exterior of the building are allowed.

51. Initial Owners must install improvements and landscaping in the rear and side yard areas if not already installed by the Declarant or Neighborhood Builder within one hundred and eighty days from the close of escrow. (*CC&Rs, Art. 6, Sec. 6.22.3(b).*)
52. Owner shall submit to the Association an architectural application form along with sufficient details of the plans and specifications showing the nature, kind, shape, height, width and location and that may include photos, drainage, dimensions, drawings, plot plans, list of materials, colors, etc., and any applicable fees, as well as a completed neighbor notification form. (*CC&Rs, Art. 8, Sec. 8.2*)
53. The Board and Architectural Committee reserve the right to require additional fees for certain types of construction that the Board or DRC feels needs review by an outside consultant. Such fees, if requested, must be received from the Owner as part of the submission before the Architectural Committee will grant approval. (*CC&Rs, Art. 8, Sec. 8.9*)
54. If an Owner's architectural application is denied, an Owner may appeal the decision by filing a written request for reconsideration with the Board or Management. The appeal will be held at an open meeting that satisfies the requirements of California Civil Code Section 4900, et seq. Reconsideration of a decision on an architectural application that is made by the Board, or the Design Review Committee, if the Design Review Committee has the same membership as the Board, is not required. (*CC&Rs, Art. 8, Sec. 8.4.2*)
55. It is each Owner's responsibility to ensure that all improvements are in compliance with any City or County code or ordinance and to obtain proper permits if required. (*CC&Rs, Art. 8, Sec. 8.7.6*)
56. The Architectural Committee shall make a decision on a proposed change in good faith and based on existing Governing Documents and any Rules and Regulations and the following criteria (*CC&Rs, Art. 8, Sec. 8.4*):
 - The construction, alterations or additions contemplated and the locations indicated will not be detrimental to the appearance of the surrounding area
 - The appearance of any structure affected will be in harmony with surrounding structures
 - Whether the improvement will increase noise heard beyond the Lot
 - Whether the improvement will adversely impact the safety of the Owners, the public or create a fire risk
 - Whether the Improvements will impair the structural integrity of the Community
 - The upkeep and maintenance thereof will not become a burden on the Association
 - Whether the Improvements will adversely impact the drainage within the Community and other Lots
 - The effect of location and use of Improvements on neighboring Lots

- Overall aesthetic beauty and conformity to the Community
- A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900 of Division 3 of Title 2 of the Government Code.
- A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.
- If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the Association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 4920. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905.

INSTALLMENT OF IMPROVEMENTS AND NOTICE OF COMPLETION

57. Installment of any approved improvement must be completed within twelve months (12) from the date of issuance of approval, or the application will be deemed invalid and the Owner must re-submit for approval. (*CC&Rs, Art. 8, Sec. 8.4.3*)
58. Owner must submit a Notice of Completion with photos or other information that may be requested by the Architectural Committee upon completion of the Improvement(s). (*CC&Rs, Art. 8, Sec. 8.7.2*)
59. Materials for any improvement may not be stored in any portion of the common area. (*CC&Rs, Art. 6, Sec. 6.8*)

Approved Shrubs, Ornamental Grasses and Groundcovers

Botanical Name	Common Name
Agapanthus ‘Rancho White’	White Lily-of-the-Nile
Agapanthus africanus	Lily-of-the-Nile
Anigozanthos hybrids	Kangaroo Paw
Buxus microphylla ‘Green Beauty’	Dwarf Boxwood
Callistemon citrinus ‘Little John’	Dwarf Lemon
BottlebrushCarex pansa	California Meadow
SedgeCarissa macrocarpa ‘Green Carpet’	Prostrate Natal Plum
Cistus species	Rock Rose
Cycas revoluta	Sago Palm
Dianella species	Flax Lily
Diets bicolor	Fortnight Lily
Echium fastuosum	Pride of Madeira
Encelia californica	California Encelia
Epilobium californicum	California Fuschcia
Festuca glauca	Blue Fescue

Hesperaloe parviflora	Red Yucca
Lantana species	Lantana
Lavendula species	Lavender
Limonium perezii	Sea Lavender
Nandina domestica	Heavenly Bamboo
Phormium species	Flax
Phormium tenax 'Jack Spratt'	Dwarf Flax
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf
Tobira Pittosporum tobira	Common
Tobira	
Rhaphiolepis indica	India Hawthorn
Rhaphiolepis umbellata 'Minor'	Yeddo Hawthorn
Rosa species	Rose
Rosmarinus species	Rosemary
Salvia apiana	White Sage (See Note #2)
Simmondsia chinensis	Jojoba
Sisyrinchium bellum	Blue-Eyed Grass
Strelitzia reginae	Bird of
Paradise Trachelospermum jasminoides	Star
Jasmine	
Zamia furfuracea	Cardboard Palm

Active Recreational Grass:

Botanical Name	Common Name
Marathon 2e	Dwarf Tall Fescue

Restricted Plant Species

Certain plants are considered to be undesirable in the landscape due to characteristics that make them highly flammable and/or incompatible with the adjacent detention basin. These characteristics can be either physical or chemical. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances. Plants with these characteristics **should** not be planted in any of the fuel modification zones. Should these species already exist within these areas, they **should** be removed because of the potential threat they pose to any structures. They are referred to as target species since their complete removal is a critical part of hazard reduction. These fire-prone plant species include, but are not limited to, the following:

Botanical Name	Common Name
Adenostoma fasciculatum	Chamise
Adenostoma sparsifolium	Red Shanks
Anthemix cotula	Mayweed
Artemisia californica	California Sagebrush
Brassica nigra	Black Mustard
Brassica rapa	Wild Turnip, Yellow Mustard, or Field Mustard

Cardaria draba
Cirsium vulgare
Conyza canadensis
Cortaderia selloana
Cynara cardunculus
Cytisus spp.
Eriogonum fasciculatum
Heterothaca grandiflora
Lactuca serriola
Nicotiana bigelovii
Nicotiana glauca
Ricinus communis
Salsola elaeagnifolia
Salvia mellifera
Silybum marianum
Urtica urens
Cortaderia selloana
Cupressus spp.
Eucalyptus spp.
Juniperus spp.
Pinus spp.
Washingtonia spp.

Noary Cress or Perennial Peppergrass
Wild Artichoke
Horseweed
Pampas Grass
Artichoke Thistle
Broom
Common Buckwheat
Telegraph Plant
Prickly Lettuce
Indian Tobacco
Tree Tobacco
Castor Bean Plant
Russian Thistle or Tumbleweed
Black Sage
Milk Thistle
Burning Nettle
Pampas Grass
Cypress
Eucalyptus
Juniper
Pine Tree
Fan Palm

BOARD MEETING CONDUCT

The Boards of Directors for the Association encourages and welcomes Owner attendance at the Board meetings to observe the business matters of the Association. All Owners are welcome at Association meetings. Only the Board members discuss and vote on the agenda items at the meeting.

All Owners will receive notice of the Board Meetings no less than 4 days either by mail, email or by posting the meeting agenda in the Common Area in a location that will be disclosed to the membership annually. Notice of meetings will also be available on any website or web application used by the Association.

At every regular Board Meeting, an Owner may address the Board to express an opinion or ask a question. Owners do not need to wait until a Board meeting to ask a question or provide information or feedback. Please contact management who may be able to answer questions or take certain actions in between meetings. Please do not wait until a meeting to report a maintenance issue.

During the meeting, there will be a specific time for Owner comments. Owners must wait to be recognized before speaking and may be limited to no more than three (3) minutes. Please be advised that the Board cannot always immediately answer questions or make decisions from Owner comments.

If an Owner interrupts others or speaks outside of the time set aside for Owner comments, the Owner may be asked to leave the meeting or the meeting may be adjourned.

Owners must comply with all rules set by the Board during Board meetings, and there shall be no personal verbal or physical attacks, including attacks against officers, directors, Owners, Management and staff. Any Owner who engages in physical violence during a Board meeting will be removed from the meeting. Any violations of the Board Meeting Conduct guidelines shall subject the violating Owner to disciplinary action.

Please contact Management if you have any questions about Board Meetings or are interested in volunteering to serve on the Board of Directors.

ADDITIONAL ASSOCIATION POLICIES

ASSESSMENT COLLECTION POLICY FOR ASSOCIATION

Prompt payment of Assessments by all Owners is critical to the financial health of the Association and to the enhancement of the property of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined 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 Civil Code Section 5310 the following are the Association's assessment practices and policies:

1. 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 each month, regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and the collection costs, including any attorney fees, are the personal obligation of the Owner of the property at the time the assessment or other sums are levied. (*Civil Code Section 5650(a); CC&Rs, Art. 5, Sec. 5.1; Art. 5, Sec. 5.12.1; Art. 5, Sec. 5.14.1*)
3. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten dollars (\$10.00) or ten percent (10%) for each delinquent assessment per Lot, whichever amount is greater. (*Civil Code Section 5650(b); CC&Rs, Art. 5, Sec. 5.12.1*)
4. 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' fees. (*Civil Code Section 5655(a).*)
5. A first notice of past due assessment will be prepared and mailed on assessments not received within fifteen (15) days of the stated due date. The Owner will be charged for the late letter that will be mailed notifying said Owner of the delinquency, which will be posted on the delinquent Owner's account. Additionally, an interest charge at the rate of twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current. (*CC&Rs, Art. 5, Sec. 5.12.1*)
6. If an assessment is not received within thirty (30) days of the stated due date, the Association will send a pre-lien letter to the Owner as required by Civil Code Section 5660, by certified and first class mail, to the Owner's last known mailing address provided to the Association advising of the delinquent status of the account and impending collection action. If the delinquent Owner has provided a written notice to the Association of a secondary address, all notices shall be also sent to that address. Otherwise, the Lot address shall be deemed the correct address for all purposes. (*Civil Code Section 4040(b).*) The Owner will be charged a fee for the pre-lien letter. The

Owner will also be charged a fee for each title check requested and any collections costs and attorneys' fees incurred to send the pre-lien letter.

The pre-lien letter will include the following language:

- a. A general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount.
- b. A statement that the Owner of the separate interest has the right to inspect the association records pursuant to Section 5205 of the Civil Code.
- c. The following statement in 14-point boldface type, if printed, or in capital letters, if typed:

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITH OR WITHOUT COURT ACTION.

- d. An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any.
- e. A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined that the assessment was paid on time to the association.
- f. The right to request a meeting with the board as provided in Civil Code Section 5665.
- g. The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the Association's "meet and confer" program.
- h. The right to request alternative dispute resolution with a neutral third party before the association may initiate foreclosure against the Owner's separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. (*Civil Code Section 5660(a-f).*)

7. If an Owner fails to pay the amounts set forth in the pre-lien within forty-five (45) days from receipt of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the Owner's property (Civil Code Section 5675). The Owner will be charged a fee for the preparation of the lien, plus the costs of recordation and any collections costs and attorneys' fees incurred to prepare, record, and send the Owner a copy of the lien.

8. After expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure. The Owner will be responsible for all collections costs and attorneys' fees incurred through the enforcement of the lien, as permitted by law.

9. Any Owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An Owner may also request to meet with the Board in executive session to discuss a payment plan. If the Owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of the date of the postmark of the pre-lien letter, then the Board shall meet with the Owner within forty-five (45) days of the postmark on the Owner's request, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the member (Civil Code Section 5665). The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.

10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.

11. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.

12. The delinquent Owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums. (*Civil Code Section 5650*)

13. The Association's Assessment Collection Fees are as follows, and are subject to change:

ASSESSMENT COLLECTION FEES	Fee Amount
Fee Description	
Late Letter	\$35.00
NSF (non- sufficient funds)	\$30.00
Intent to Lien Letter	\$200.00
Lien	\$375.00
Send to Attorney (Preparation of File)	\$375.00
Collections Monitoring	\$40.00
SB-2 Mandatory Recordation Fee	\$75.00
Release of Lien	\$375.00
Payment Plans	\$40.00
Attendance at IDR/ADR	\$150.00 per hour in 30 min. increments (portal to portal)

Additional Provisions to Conform to Law

Prior to recording a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting. (*Civil Code Section 5673*)

The Association may not foreclose unless delinquent assessments are greater than one-thousand-eight-hundred dollars (\$1,800) or are more than twelve (12) months delinquent. (*Civil Code Section 5720*)

Prior to commencing foreclosure, the Association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the Association's meet and confer program required by Civil Code Section

5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 et seq. (*Civil Code Section 5705*)

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual. (*Civil Code Section 5705(c).*)

All foreclosures shall be subject to a ninety (90) day right of redemption, or any applicable periods of redemption under law.

The Association may sue delinquent Owners personally or take a deed in lieu of foreclosure on account of delinquent assessments. (*Civil Code Sections 5720(b).*)

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.

The mailing address for overnight payment of assessments for the Association is:

Quartz Trail Community Association
C/O Professional Community Management, an Associa Company
1285 Corona Pointe Ct, Ste 101 | Corona | CA 92879

ENFORCEMENT

REPORTING VIOLATIONS

The Association relies on each Owner to be a good neighbor and adhere to all the rules of the Community. If you have witnessed an alleged violation of the Rules, oftentimes the most effective method to bring someone into compliance is to make contact with your neighbor and have a friendly conversation about the issue. In many cases, an Owner is unaware of a certain rule and they appreciate a friendly conversation with a neighbor rather than a letter from the Association. If an Owner is unwilling or unable to approach a neighbor directly, a report to the Association can be made. Owners wishing to report a violation must do so in writing by mail or email to the Community Manager, and can use the Violation Report Form to do so. If a report does not include the nature of the violation, the Lot address of the Owner in violation and details about the witnessing of the violation, it may be very difficult for the Association to take any enforcement action. While the Board of Directors will not routinely provide the identity of the Owner reporting a violation, there is no guarantee that the reporting Owner will remain anonymous as part of any enforcement procedures.

When a dispute or complaint is sent to the Board in writing regarding interpretation of rights under, or enforcement of, the Governing Documents and the Board or Management is unable to reasonably verify the alleged violation, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a violation and whether the Association shall take any action. This may be discussed in an open board meeting or executive session. The Board shall determine whether a violation of the Governing Documents exists that requires Association action, whether Association enforcement is required under the particular circumstances, and, if so, the action to be taken in accordance with the Notice and Hearing procedures. The Board is under no obligation to use Association resources to take further action if the Board determines in its sole judgment that it is not in the Association's best interest.

If the Board finds that the complaint or dispute does not warrant Association enforcement, it shall notify the complaining party of its decision, including the request that the neighbors attempt coming to a resolution. This notice may include the names and addresses of both parties.

The complaining party shall be requested to use best efforts to resolve the issue or submit the dispute to either the applicable governmental agency or ADR. For ADR, this may be accomplished by the complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 5935 and the described for Dispute Resolution in the Governing Documents.

RULES ENFORCEMENT AND HEARING POLICY/FINES

(CC&Rs, Art. 15, Sec. 15.1)

If the Board has determined that a violation needing enforcement by the Association has or is occurring, the Board shall take the following actions to bring the Owner into compliance with the Governing Documents:

1. A notice shall be sent to the Owner advising them of the nature of the violation and the time limit to rectify the violation.
2. If the Owner remains in noncompliance, a second notice may be sent again advising the Owner to comply. If the violation is still not resolved, a “Notice of Hearing” will be sent. Depending on the nature of the violation, the Owner may be sent a “Notice of Hearing” instead of a second notice.
3. If an Owner is subject to disciplinary action due to a violation, a “Notice of Hearing” will be sent to an Owner at least ten (10) days prior to the hearing date and will be either given personally or by first-class mail to the most recent address shown in the Association’s records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which an Owner may be disciplined, and a statement that the Owner has a right to attend and may address the Board at the meeting. No other person may appear on behalf of an Owner or with the Owner without prior Board approval.
4. Owners have the right to send a letter to the Association or appear in person at the hearing to present evidence as to why they should not be disciplined. The hearing will be held in executive session. Upon timely, written request and for worthy cause, a violating party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
5. In the event the violation is corrected prior to the hearing date, the Board will not impose discipline; however, it may still proceed with the hearing in its sole discretion. (Civ. Code § 5855(c)(1).) If the violation cannot be cured between the date notice of the hearing is provided, and the hearing itself, the Owner may provide financial commitment to cure the violation, to avoid discipline as well. (Civ. Code §5855(c)(2).)
 - a. The Board, in its sole discretion, may determine what constitutes adequate “financial commitment” to cure the violation based on the circumstances, including but not limited to, requiring proof that a contractor has been retained by the Owner to cure the violation, requiring proof of good funds, requiring the Owner to sign a written agreement certifying their financial commitment and timeframe to cure the violation, etc.
6. Within fourteen (14) days of the Board’s decision after a hearing, the Owner will be given written notice of the decision and informed of any disciplinary action being taken against them in order to gain compliance for a violation.
7. The Board may impose one or more of the following remedies, as it deems appropriate to gain compliance:

- a. Monetary penalties
- b. Suspend use privileges for the Common Area (not exceeding 60 days or until any assessment is paid in full)
- c. Commence legal action for damages, injunctive relief, or both
- d. Engage the Owner in Alternative Dispute Resolution or Internal Dispute Resolution procedures.

Fine Schedule

First Violation: Up to \$100.00

Additional Violations: \$100.00

Health or Safety Impact Violations

Pursuant to Civil Code Section 5850(c) fines may not exceed \$100.00 per violation unless, in the Board's sole and reasonable discretion, the violation may result in an adverse health or safety impact on the common area or another member's property.

A "health or safety violation" refers to any condition, action, or omission by a member, resident, or their guests that the Board, in its reasonable discretion, determines creates a significant risk to the physical well-being, safety, or health of individuals or the integrity of community property. The Board's determination shall be guided by, but not limited to, the following considerations:

- **Potential for Harm:** Conditions or actions that could reasonably result in physical injury, illness, or property damage, such as exposed electrical wiring, unmaintained structures posing collapse risks, or accumulations of hazardous materials.
- **Impact on Community Welfare:** Issues that compromise the safety or livability of the community, including blocked fire access routes, improper storage of flammable substances, or conditions fostering pest infestations.
- **Compliance with Codes and Standards:** Violations of local, state, or federal health and safety regulations, building codes, or fire codes, as identified by relevant authorities or professional assessments.
- **Community Standards:** Conditions that deviate from the association's governing documents and create health or safety concerns, such as unapproved modifications that undermine structural integrity or certain violations involving rentals or renters.

The Board retains broad discretion to evaluate and classify health or safety violations on a case-by-case basis, considering the specific circumstances, severity, and potential impact of the issue. In exercising this discretion, the Board shall: (i) act in good faith and in the best interests of the community; (ii) base decisions on the best available evidence; (iii) consider the urgency of the violation and history of the violator; (iv) ensure consistency with the Association's governing documents and applicable laws.

The Board may consult with professionals (e.g., engineers, health inspectors, or legal counsel) to inform its determination, particularly for complex or ambiguous cases. The Board's classification of a violation as a health or safety matter shall be documented in writing at an open Board meeting and in the notice to the Owner.

Fine Schedule for Health and Safety Impact Violations

First Offense:	Fine up to \$500.00
Continuing Violations:	Fine up to \$100 per day (until violation is cured)

Failure to correct a violation in response to a letter or a hearing may result in a single fine or continuing fines, which may be imposed on a daily, weekly, or monthly basis as the Board determines to be appropriate to be effective, pursuant to the above fine schedules. The imposition of such fines shall be subject to the notice and hearing procedures. The suspensions and sanctions may be imposed singly and/or in such combination as the Board determines to be appropriate and effective. The Association has the right to pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Reimbursement Special Assessments (Compliance Assessments)

Any Owner found to be responsible for violating the Governing Documents will be responsible for the actual costs the Association incurs in bringing said Owner into compliance, which may include any attorneys' fees the Association incurs, subject to notice and hearing requirements outlined in the CC&Rs and this Policy. (CC&Rs, Art. 5, Sec. 5.8)

INTERNAL AND ALTERNATIVE DISPUTE RESOLUTION POLICY

In compliance with California Civil Code sections 5900 et seq and 5925 et seq, the Board of Directors has adopted the Dispute Resolution Procedures below. The following procedures are intended to help resolve disputes between Owners and the Association in a fair, reasonable, expeditious, and cordial manner. The following procedures can be invoked by the Association either in conjunction with or in place of the Rules Enforcement and Hearing Policies.

INTERNAL DISPUTE RESOLUTION PROCEDURES

Please keep in mind that the following procedures do not replace the Alternative Dispute Resolution per Civil Code 5925, which requires Associations and Owners to use mediation or arbitration under most circumstances before they are allowed to file a lawsuit. These procedures apply to a dispute between the Association and an Owner or between two Owners involving their rights, duties, or

liabilities under the Nonprofit Mutual Benefit Corporation, the CC&Rs or under the other Governing Documents of the Association.

- a. Either party to a dispute, within the scope of the section listed above, may invoke the following procedure:
 - i. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - ii. A member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - iii. The Association's board of directors shall designate one or more members of the board to meet and confer.
 - iv. The parties shall meet within 30 days of receipt of the written request 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.
 - v. Only the member and the designated Board member(s) shall be allowed to meet or confer except that either party's legal counsel may attend provided notice of the legal counsel's attendance was provided to the other party no less than 5 days prior to the date of the meet and confer. If no notice was provided, either party has the right to reschedule the meet and confer to a future mutually convenient time and place within the following 30 days.
 - vi. The Association may involve a neutral third party of its choosing to mediate the dispute.
 - vii. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the Association. The written resolution shall state that the resolution is subject to ratification by the Board and is subject to review by the Association's legal counsel.
- b. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
 - i. The agreement is not in conflict with law or the governing documents of the common interest development or Association.
 - ii. The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- c. A member of the Association may not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION

In accordance with Civil Code 5930, the following are the requirements an Owner must follow, as applicable, prior to filing a lawsuit or other proceeding:

1. The Association or an Owner may not file an enforcement action in the superior court unless the parties have endeavoured to submit their dispute to alternative dispute resolution as described below.
2. This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages.
3. This section does not apply to small claims actions and assessment disputes.
4. Request for Resolution:

- a. Any party to a dispute may initiate the process by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include: (a) a brief description of the dispute between the parties; (b) a request for alternative dispute resolution; (c) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected; (d) if the party on whom the request is served is the Owner of a separate interest, a copy of sections 5925 through 5965 of the Civil Code.
 - b. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
5. Time Frames:
- a. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.
 - b. If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
 - c. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation may be tolled during this process.
6. Method of Alternative Dispute Resolution:
- a. After acceptance of a Request for Resolution, the Board shall have 15 days to notify the other party of the proposed method of resolution including mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process and who will participate on behalf of the Association. The form of dispute resolution may be binding or non-binding.
 - b. The other party must agree to the proposed method of resolution or propose a different method of resolution within 15 days of the initial notice of the proposed method of resolution.
 - c. If an agreement cannot be reached on the proposed method of resolution within the first 60 days following the acceptance of the Request of Resolution, the Alternative Dispute Resolution procedures will be deemed unsuccessful.
7. Other Provisions:
- a. Evidence obtained through mediation shall be inadmissible in court
 - b. The costs of the alternative dispute resolution shall be borne by the parties equally.
 - c. In an enforcement action in which fees and costs may be awarded pursuant to Civil Code Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

In accordance with California Civil Code, Section 5925 to 5965 et seq. as required, the following summary is provided:

Associations and their members are required to pursue Dispute Resolution prior to filing in civil court. Failure by any member of the Association to comply with alternative dispute

resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

**QUARTZ TRAIL COMMUNITY ASSOCIATION
ARCHITECTURAL COMMITTEE APPLICATION FORM**

Return to: Quartz Trail Community Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona | CA 92879
[Email: PROArchApps@pcminternet.com](mailto:PROArchApps@pcminternet.com)

Name: _____ Date: _____

Property Address: _____

Email Address: _____

Home Phone: _____ Mobile Phone: _____

I. Proposed Project Information
Describe the proposed improvement in detail:

II. Neighbor Advisement

With your submittal, please include one (1) copy of the Neighbor Notification Form, signed by any neighbors who will be visually impacted by your proposed improvement(s). If unsigned, please provide proof of delivery to the neighbors, including the delivery date.

III. Documents Required for Submittal: All other submittals per Design Guidelines and Procedures

- One (1) set of detailed plans as specified in the Architectural Design Guidelines and Procedures.
- One (1) Application Form and review fee/deposit.
- Neighbor Notification Form.
- Photos of the Lot "as is."
- Proposed construction schedule (including proposed start and completion dates)
- Other: _____

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make.

Owner's Signature: _____ Date: _____



ASSOCIATION USE ONLY

APPROVED APPROVED with Conditions _____

NOT IN COMPLIANCE Corrections or Additional Information Required: _____

Signature: _____ Date: _____

NEIGHBOR NOTIFICATION FORM

Name: _____
Address: _____
Signature: _____

LEFT REAR NEIGHBOR

Name: _____
Address: _____
Signature: _____

REAR NEIGHBOR

Name: _____
Address: _____
Signature: _____

REAR RIGHT HOUSE

Name: _____
Address: _____
Signature: _____

YOUR HOUSE
Name: _____
Address: _____

Name: _____
Address: _____
Signature: _____

Name: _____
Address: _____
Signature: _____

LEFT FRONT NEIGHBOR

Name: _____
Address: _____
Signature: _____

FRONT NEIGHBOR

Name: _____
Address: _____
Signature: _____

RIGHT FRONT NEIGHBOR

Signature on above form does not constitute approval of plans presented, only notification of the proposed plans. Any concerns a neighbor may have regarding the proposed plans presented may be addressed, in writing, to the Association. If unsigned by any neighbor, please provide proof of delivery, including the date this Form was delivered allowing at least seven (7) days for neighbor to respond.

**QUARTZ TRAIL COMMUNITY ASSOCIATION
NOTICE OF COMPLETION FORM**

Return to: Quartz Trail Community Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona | CA 92879

Email: PROArchApps@pcminternet.com

This form must be completed and returned to the Association within **thirty (30) days** after the approved improvements have been completed. Failure to complete and comply with this Form subjects the Owner to fines and penalties as set forth in the Governing Documents.

Name: _____ **Date:** _____

Property Address: _____

Email Address: _____

Home Phone: _____ **Mobile Phone:** _____

Summary of Completed improvements:

Attachments (check box to indicate they have been enclosed):

- Copies of photographs of all improvements included. Please note that the Notice of Completion Form is not complete if photographs of improvements are not enclosed.
- If applicable, provide a copy of the necessary permits (building or otherwise), written authorization or approval for the improvement, or such other evidence of official consent by the City authorizing said improvement. Neither the Association nor the Architectural Committee assume any responsibility for failure to obtain such permits.

By signing below, Owner is stating that improvements have been completed in accordance with the scope and specification of the approved Design Application and in accordance with the Governing Documents.

Owner's Signature: _____ Date: _____

ASSOCIATION USE ONLY

IN COMPLIANCE

NOT IN COMPLIANCE Corrections Required: _____

Signature: _____ Date: _____

QUARTZ TRAIL COMMUNITY ASSOCIATION

VIOLATION REPORT FORM

Return to: Quartz Trail Community Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona | CA 92879

Website: www.pcminternet.com

Please provide the name (if known) and address of the home where the alleged violation is taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting Owner's Information

Please include your name and address, along with all additional supporting documentation and evidence to support this alleged violation, as necessary.

Your name: _____

Address: _____

Phone: _____

QUARTZ TRAIL COMMUNITY ASSOCIATION

TENANT REGISTRATION FORM

Return to: Quartz Trail Community Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona | CA 92879
Website: www.pcminternet.com

Owner(s) Name: _____

Mailing Address: _____

Contact Information(phone, email): _____

Address in the Association: _____

Resident Key Fob #'s Assigned (if applicable): _____

Tenant (1):

(Last Name)

(First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Tenant (2):

(Last Name)

(First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Tenant (3):

(Last Name)

(First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

**QUARTZ TRAIL COMMUNITY ASSOCIATION
NOTICE OF AUTHORIZED ANTENNA - SATELLITE INSTALLATION FORM**

Return to: Quartz Trail Community Association

c/o Professional Community Management

1285 Corona Pointe Ct, Ste 101

Corona | CA 92879

Email: PROArchApps@pcmineternet.com

Name: _____ **Date:** _____

Property Address: _____

Email Address: _____

Home Phone: _____ **Mobile Phone:** _____

Satellite Dish Agreement:

I, _____ (Insert Your Name), have read the Antenna/satellite installation procedure for the Association and agree to install the device per the requirements.

The device has been installed on _____ (Insert Install Date). I understand that if the satellite dish device cannot be installed per the agreement and policy, I must submit an application for design approval **prior to** installation detailing the proposed installation.

I understand that after installation, if the device is not in full and complete compliance after providing the Association with a photo of the completed installation, I am 100% monetarily responsible for making all necessary changes to the installation to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair all damage to the Property where the dish was installed, including all areas of wiring, etc.

Signature: _____ **Date:** _____

- Copies of photographs of all improvements included. Please note that the Notice of Completion Form is not complete if photographs of improvements are not enclosed.

ASSOCIATION USE ONLY

- IN COMPLIANCE
- NOT IN COMPLIANCE Corrections Required: _____

Signature: _____ **Date:** _____

ELECTION RULES AND PROCEDURES

The Election Rules and Procedures set forth herein are pursuant to Civil Code Section 5105. All elections within the Association shall be governed by the following guidelines:

1. Election Campaigns

- a. The Association shall ensure that, 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, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but it may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.
- b. There shall be equal access afforded to Association Property meeting spaces during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.
- c. A meet-the-candidates night may be held where they will have equal opportunity to introduce themselves to the Members.
- d. Association funds may not be used for campaign purposes in connection with any Board election.
- e. Association funds may not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law. Campaign purposes include, but are not limited to, the following:
 - i. Expressly advocating the approval or defeat of any candidate that is on the election ballot.
 - ii. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials provided that this is not a campaign purpose if the communication is one requiring that equal access be provided to another candidate or advocate.

2. Candidate Qualifications

- a. Candidates must be a Member of the Association at the time of nomination, other than directors who are nominated and/or appointed by the Declarant.
- b. Candidate must be a natural person, not a corporation or a trust. A corporation or trust may be represented by the appointment of a natural person. The appointment must be in writing with documentation confirming both the appointment and the authority to make such an appointment.
- c. Candidates for election to the Board shall be disqualified for any of the following reasons:
 - i. If the candidate, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest and the other person is either properly nominated for the current election or an incumbent director.
 - ii. If the candidate is not current in the payment of all regular and special assessments, excluding fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party; provided, however, that a nominee shall not be disqualified for failure to be current in the payment of regular and special assessments if the nominee has paid the regular or special assessment under protest pursuant to California Civil Code section 5658; entered into a payment plan pursuant to California Civil Code section 5665; or the nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Sections 5900 - 5920 of the California Civil Code.
 - iii. If the nominee discloses, or if the Association becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the insurance required by Civil Code section 5806 or terminate the Association's existing insurance coverage required by Civil Code section 5806 as to that person should the person be elected.
- d. Only votes for nominated candidates who have accepted the nomination prior to the tabulation of votes shall be counted.
- e. All qualifications for a candidate for election to the Board of Directors shall also apply to directors on the Board of Directors. A director who ceases to be a member shall be disqualified from continuing to serve as a director.

3. Nomination Procedures

- a. Candidate statement solicitation notices must be sent to the Members by the Association and shall include a deadline that is at least thirty (30) days after the solicitation notice has been sent.
- b. Completed candidate nomination forms may also include a candidate's statement or indicate that the candidate has declined to submit a statement. The Association shall distribute candidate statements as submitted and is not responsible for the content of any candidate statement submitted. If photographs are to be included, then equally sized photographs shall be used for each candidate. Statements received must be no more than 500 words. Any statement longer than 500 words may be truncated following the 500th word.
- c. Any candidate nominated by another person will be contacted to confirm his or her consent to run for election to the Board.
- d. The Association shall provide a written or electronic communication within seven (7) business days of receiving a nomination that approves or rejects the Member's nomination to appear as a candidate on the ballot. If the Member's nomination is not accepted as a qualified candidate for the Board of Directors, the Association shall provide a basis for the disqualification, and the procedure following Civil Code section 5900 explaining how the nominee may appeal the disqualification.
- e. Qualified candidates will be included on the candidate registration list and ballot that is mailed to the Members.
- f. Completed candidate statements that are received by the deadline may be re-typed and included with the ballot that is mailed to the Members. Incumbents may be identified by an asterisk on the ballot mailed to the Members.
- g. Self-nominations can occur using the returned candidate statement. Nominations will close no later than sixty-one (61) days prior to the scheduled election, and the Association cannot accept any additional nominations after the close of nominations. Once nominations have been closed, no write-in candidates are allowed on ballots, and nominations from the floor are not permitted.

4. Election Process

- a. The number of directors who are scheduled to be elected and their respective terms shall be determined in accordance with the Governing Documents and stated in the solicitation materials for the election.

- b. If more than one party is listed on title to a separate interest, only one Owner may submit his or her signed envelope to vote.
- c. The Board may fix, in advance, a date as the record date for determining which Members are entitled to cast written ballots. Such "written ballot" record date shall be not more than sixty (60) nor less than ten (10) days before the date on which the first written ballot is mailed or solicited. If no "written ballot" record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.
- d. Voting for the election of directors shall be by secret written ballot as required by law or as otherwise required in the Governing Documents. Members may vote by proxy in accordance with the Bylaws.
- e. Owners may cast one vote for each open position. For example, if there are two open positions, an Owner is entitled to cast two votes.
- f. Election to the Board shall be by cumulative voting. Each Member shall be entitled to vote, in person or by proxy, as many votes as such Member is entitled to exercise as provided in the Governing Documents multiplied by the number of directors to be elected or removed by the class of membership to which the Member belongs, and he or she may cast all of such votes for or against a single candidate or director, or such Member may distribute them among the number of candidates or directors to be elected or removed by that class of membership, or any two or more of them. The candidates receiving the highest number of votes up to the number of directors to be elected by the respective membership class shall be deemed elected.
- g. The candidates receiving the highest number of votes shall be elected.
- h. Any director election that results in a tie shall be determined by the flipping of a coin or drawing of straws.

5. Member Obligation to Verify Voter & Candidate Registration List, Corrections

- a. The Association shall maintain a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.
- b. The Association shall permit Members to verify the accuracy of their individual information on both the candidate registration and voter list at least thirty (30) days before the ballots are distributed.

- c. The Members shall report any errors or omissions on the voter list, in writing, to the Inspector of Elections, who shall make any corrections within two (2) business days of the date reported.

6. Inspector of Elections

- a. An Inspector of Elections will be appointed for each election by the Board at a Board meeting held prior to the distribution of election materials and shall serve as the Inspector of Elections for all elections until a new Inspector of Elections is appointed by the Board.
- b. If there is an election or vote between annual elections of the Board, the Board may retain the Inspector of Elections from the last election, or the Board has the authority to appoint a different Inspector of Elections at the Board's discretion.
- c. The Board may remove and replace any Inspector of Elections prior to the tabulation of votes for any reason.
- d. There shall be one (1) or three (3) Inspectors of Elections for any election. If there are three (3) Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors of Elections.
- e. Inspector(s) of Elections may designate others, who are not candidates or related to a candidate, as assistants to facilitate the ballot counting process. Assistants will work under the direction of the Inspector(s) of Elections.
- f. Inspector(s) of Elections shall be an independent third party who is not currently employed by or under contract to the Association for any compensable services other than serving as Inspector of Elections and may be a member of the Association. The Board may retain a CPA or other professional of choice who is not otherwise under contract to serve as an Inspector of Elections at an additional expense to the Association.
- g. Inspector(s) of Elections or their designated assistants cannot be a director or a candidate for director or related to a director or a candidate for director.
- h. Inspector(s) of Elections determine the number of Members entitled to vote and the voting power of each.
- i. Inspector(s) of Elections determine the authenticity, validity, and effect of proxies, if any.
- j. The Inspector of Elections shall deliver or cause to be delivered within thirty (30) days of an election the ballot and the current version of the Association's

Election Rules. Ballots shall be delivered via individual delivery pursuant to the current Civil Code Section 4040, and election rules may be provided by including a website address on the ballot with the phrase in 12-point font “The rules governing this election may be found here: .”

- k. Unless the Inspector(s) of Elections designates a different location to receive ballots, the location to receive ballots will be Management’s business office address.
- l. Inspector(s) of Elections shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- m. Inspector(s) of Elections shall count and tabulate all votes. All votes shall be counted and tabulated by the Inspector(s) of Elections in public view at a duly noticed Board or Member meeting. All accounting and tabulations will be done in an open setting to allow Members to watch and listen. Members who are not Inspector(s) of Elections cannot participate in such discussions.
- n. Inspector(s) of Elections shall determine when the polls open and close.
- o. Inspector(s) of Elections shall determine and announce the results of the election.
- p. Inspector(s) of Elections shall report the results of the election promptly to the Board, and the results are to be recorded in the next regular session Board meeting minutes.
- q. Inspector(s) of Elections shall perform any act as may be proper to conduct the election with fairness to all Members in accordance with the Governing Documents.
- r. Inspector(s) of Elections shall perform all duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

7. Ballot Rules

- a. Each ballot shall contain the following:
 - i. In an election of directors, each candidate’s name listed alphabetically or as drawn by Lot. An incumbent may be identified as such on the ballot.
 - ii. The identification of any other matter that is the subject of a pending Member vote.
 - iii. A statement of the required quorum.
 - iv. A statement that ballots must be received by mail no later than 5:00 p.m. on the business day prior to the day of the scheduled election. Notwithstanding the foregoing, the Inspector(s) of Elections, in its/their discretion, may accept ballots up to the time that counting of the ballots begins.

- b. Failure to include any of the above shall not invalidate the ballot.
- c. Once a ballot is received, it is deemed irrevocable, even if it is still in an unopened envelope.
- d. If a Member loses his or her ballot, a new one can be obtained from the Inspector of Elections or from the Manager prior to the meeting. However, if a ballot is already on file from that separate interest, then no new ballot will be given.
- e. A Member, who signs or otherwise marks their ballot with an identifying mark, waives their rights to secrecy. The Association is not responsible for redacting personal information that is added to the ballot by a Member.
- f. Unmarked ballots may be counted toward quorum purposes only.
- g. The Association shall be prohibited from denying a ballot to a Member for any reason other than not being a Member at the time ballots are distributed. In addition, the Association shall be prohibited from denying a ballot to a person with a general power of attorney for a Member. The ballot of a person with a general power of attorney for a member shall be counted if returned timely.

8. Election by Acclamation and Voting Procedure

Notwithstanding the secret balloting requirement in Civil Code section 5100, or any contrary provision in the Governing Documents, when, as of the deadline for submitting nominations provided for in Civil Code section 5115(a), the number of qualified candidates is equal to and not more than the number of vacancies to be elected, as determined by the Inspector of the Elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all of the following conditions have been met:

- a. The Association has held a regular election for the directors in the last three (3) years. The three (3) year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.
- b. The Association provided individual notice of the election and the procedure for nominating candidates as follows:
 - i. Initial notice at least ninety (90) days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code section 5115. The initial notice for an election of the Board of Directors or recall election shall include all of the following:
 - 1. The number of Board positions that will be filled at the election.

2. The deadline for submitting nominations.
 3. The manner in which nominations can be submitted.
 4. A statement informing Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- ii. A reminder notice provided via individual delivery between seven (7) and thirty (30) days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code section 5115. The reminder notice for an election of the Board Directors or a recall election shall include all of the following:
1. The number of Board positions that will be filled at the election.
 2. The deadline for submitting nominations.
 3. The manner in which nominations can be submitted.
 4. A list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice.
 5. A statement reminding Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of Board positions to be filled.
- c. The mailing of a notice, postage prepaid, shall be considered notice served, forty-eight (48) hours after the notice has been deposited in a regular depository of the United States mail. Such notice shall be posted in a conspicuous place on the Association Property and is deemed served on a Member if no address for such Member has been then furnished the Secretary.
- d. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication acknowledging the nomination to the Member who submitted the nomination.

- e. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication to the nominee, indicating either of the following:
 - i. The nominee is a qualified candidate for the Board of Directors.
 - ii. The nominee is not a qualified candidate for the Board of Directors, the basis for the disqualification, and the procedure by which the nominee may appeal the disqualification
- f. The Association may combine the written or electronic communication described in paragraphs 8(d) and 8(e) into a single written or electronic communication if the nominee and the nominator are the same person.
- g. The Association permits all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to subdivisions (b) to (e), inclusive, of Civil Code section 5105.
- h. The Board votes to consider the qualified candidates elected by acclamation at an open meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

9. Tabulation Rules

- a. Once received by the Association, the sealed ballots shall be in the custody of the Inspector of Elections or at a location designated by the Inspector of Elections at all times.
- b. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. Members, who are not Inspectors of Elections, must remain at least five (5) feet away from the counting area.
- c. Inspector of Elections can cause the removal of any observer who interferes with or disrupts the counting or tabulation process.
- d. Any election that results in a tie shall be resolved by the flipping of a coin or drawing of straws. The Inspector(s) of Elections shall be given the authority to determine the method to break the tie, which will be performed at a properly noticed open meeting.

10. Post-Election Rules

- a. In addition to recording the election results in the minutes of the next

regular Board meeting, the Association shall keep annual meeting minutes that reflect the results of the election.

- b. After the tabulation of the votes, the Inspector of Elections shall maintain all election materials in a secure place for no less than one (1) year after the date of the election. After the time for challenge has expired, all election materials will be transferred to the custody of the Association and the Association shall maintain all election materials in a secure place for no less than three (3) years after the date of the election.
- c. The Board shall publicize the tabulated results of the election in a communication directed to all Members within fifteen (15) days of a successful (quorum-achieved) election.