



TRESTLE

OPERATING RULES
Adopted: DRAFT

Welcome to Trestle!

The Trestle Homeowners Association (“**Neighborhood Association**”) is a residential community in beautiful Dublin, CA. As a homeowners association there are many benefits to the homebuyer, and in order to protect and preserve these benefits certain limitations and restrictions are placed on homeowners, residents and their guests.

The Neighborhood Association’s responsibilities are established in the Neighborhood Association’s Governing Documents, which are the Declaration of Covenants, Conditions, and Restrictions, the Neighborhood Association Bylaws and Articles of Incorporation, these Rules and Regulations and the Architectural Guidelines. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration controls.

All homes in the Community are subject to the Neighborhood Association’s Governing Documents, in addition to the Master Association’s Governing Documents.

The purpose of the Neighborhood Association is to oversee the Neighborhood in order to ensure that the Neighborhood Association Property will be maintained in accordance with the Declaration and will be available for the enjoyment of all Owners and residents. Your automatic membership in, and payment of assessments to, the Neighborhood Association provides a revenue base to share the costs of maintaining the Community.

The following Rules and Regulations have been developed with consideration given to providing each Owner with the greatest enjoyment of their home without infringing on other Owners and their rights to quiet enjoyment of their homes and the Community.

These Rules and Regulations supplement, but do not replace the Declaration. Please be sure to read the Declaration carefully. Capitalized terms used in these Rules and Regulations are defined in the Declaration.

Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Manager.

SEABREEZE MANAGEMENT COMPANY

11501 Dublin Blvd. #200,
Dublin, CA 94568
945-452-8234
Fax 949-855-6678

Each Owner, resident and visitor to a home or other area of the Community shall comply with the Governing Documents.

Owners must not physically or legally subdivide the Owner's Condominium Unit ("Unit") in any manner, including dividing the Unit into time-share estates or time-share uses.

Owners and residents must not allow their Units or Exclusive Use Association Property to deteriorate or fall into disrepair so as to materially adversely affect the appearance or value of other Units or the Community generally. For the purpose of determining whether a Unit has deteriorated or is in disrepair, the Board may rely upon the advice of licensed realtors, property inspectors, contractors, appraisers, and other third parties qualified to make such determinations.

NEIGHBORHOOD ASSOCIATION PROPERTY AND EXCLUSIVE USE ASSOCIATION PROPERTY

Owners and residents do not have any right whatsoever to make any change or improvements to the Neighborhood Association Property, which includes the building structures and surrounding landscaping outside the porches or patio space.

Each Owner shall be liable to the Neighborhood Association and to the other Owners for damages to any portion of the Community that may be sustained by reasons of negligence or the intentional act of that Owner, the Owner's family members, tenants, guests, and invitees.

No unsightly articles shall be permitted to remain on any portion of the Community so as to be visible from any other portion of the Community.

Rollerblades, skates, skateboards and the like shall not be used on the Association Property (including, without limitation, on the streets, alleys, parking spaces, and common walkways in the Community).

The display and discharge of firearms or fireworks on the Association Property, including the Exclusive Use Association Property is prohibited.

No smoking of any kind (e.g. cigarettes, pipes, cigars or E-cigarettes) is allowed in any Neighborhood Association Property.

Firearms on the Association Property by law enforcement officers is permitted, and the transportation of legal firearms across the Association Property to or from a Unit is permitted, as long as the person(s) transporting such firearms complies with all applicable laws (e.g., applicable laws requiring such firearms to be placed in a locked container with the ammunition removed, etc.). If you are unsure what laws apply to the transportation of firearms, please consult with local law enforcement. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

CONDOMINIUM UNITS RESIDENTIAL USE. The Units and Exclusive Use Association Property are to be used for residential purposes.

EXCLUSIVE USE ASSOCIATION PROPERTY (E.G. PORCHES, PATIOS, PATIO RAILS, DECK & DECK RAILS)

Furniture designed by a manufacturer for outdoor use (e.g., patio chairs, tables, conversation pieces, etc.) may be used and kept in Exclusive Use Association Property porch, patio and deck areas, provided that such furniture of appropriate size for the outdoor space, must be in colors that are cohesive to the exterior of the Unit, is maintained

in good condition, is equipped with protective leg caps or other devices to prevent damage to the floor or base of the Exclusive Use Association Property, and does not detract from the attractiveness of the Community.

- a) No screens, linens, blankets, rugs, swimsuits, or other personal objects or items may be hung within, placed, or stored on Exclusive Use Association Property so as may be visible from Common Area property, such as the street or Common Area Landscape. Items such as, but not limited to, shoes, bicycles, skateboards, toys, baby strollers and play equipment may not be stored in any Exclusive Use Association Property, so that it may be seen from Common Area.
- b) Owners shall use due care when cleaning their Exclusive Use Association Property. Exclusive Use Association Property shall be swept, mopped, and/or cleaned in such a manner as to not cause any water to go beyond the boundaries of the Exclusive Use Association Property.
- c) No improvements shall be nailed, bolted, or otherwise attached to the surface, walls, or any portion of an Exclusive Use Association Property. Owners who have installed a hardscape surface within their Patio may attached items to the surface.
- d) No vegetation shall extend beyond the railings, and/or boundaries of an Exclusive Use Association Property. No plants can be placed on or hung from an Association Property wall, fence or railing. All landscape and vegetation within the Exclusive Use Association Property, as visible from common area, must be kept in a healthy condition. Any dead or dying landscape or vegetation may be asked to be removed from the Exclusive Use Association Property.

MAINTENANCE AND INSPECTION OBLIGATIONS

Owners and the Association have maintenance and inspection obligations. Owners should consult the Responsibility Chart attached as Exhibit "A", their Homeowner Reference Guide and Homeowner Warranty received from Warmington, and/or other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Neighborhood Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units. The Neighborhood Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property.

EXTERIOR IMPROVEMENTS

No modifications or improvements can be made to the exterior of a Unit without the approval of the Architectural Committee. The following are not allowed within the Association Property Exclusive Use Porch, Patio or Deck:

- Bird feeders,
- Clothes lines,
- Wind chimes,
- New doors and garage doors,
- Awnings,
- Wrought iron,
- Roof modifications,
- Skylights,
- Exterior color changes,
- Satellite dish attached to any wall, porch, balcony, fascia or roof

FIREPLACES, PORTABLE HEATERS AND FIRE PITS

Portable gas fire pits are permitted within the Exclusive Use Patios spaces that are enclosed by six (6) feet high fencing. Charcoal or wood burning devices are strictly prohibited. Fire pits can be built-in within the enclosed Patio space, but cannot be attached to any wall, railing, fence or building. Portable heaters are not permitted.

BARBECUES

Propane or gas barbecues are only permitted on Exclusive Use Area Patios, and/or Deck so long that it is at least four (4) feet away from any building wall, and may not be stored in view of Common Area Property. Propane or gas barbecues may be stored in Patio spaces enclosed by six (6) feet high fencing. The size of the barbecue cannot exceed the height of the patio/deck wall/railing. No barbecues are allowed on an Exclusive Use Porch. Barbeques are allowed on Exclusive Use Deck, so long as the barbeque is portable, no bigger than 4' x 4' x 4', gas canister may not exceed one (1) gallon, and at minimum four (4) feet away from any building wall.

ATHLETIC EQUIPMENT

In addition to the Neighborhood Condominium CC&R provisions in Article 4.11, 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, balcony, patio or yard area. No temporary or permanent basketball standard or backboard, or other sports apparatus shall be constructed, erected, installed or maintained on any Residence, Unit, balcony, patio or yard area, or on any Association Property, private street or driveway.

No basketball standards or fixed sports or play apparatus shall be temporarily placed, installed or attached on any residence or garage or other structure. Portable basketball equipment is also prohibited.

SCREEN DOORS

Screen doors for front entry doors are not permitted. Retractable screen doors are permitted on patio doors. Frames shall match the existing color scheme. Submit the specification with a photograph for Architectural Committee consideration.

HOLIDAY LIGHTING – SEASONAL

Outdoor holiday decorations, if permitted, 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 Master Association. Additional requirements regarding location, timing and other matters regarding placement and maintenance of holiday decorations are included in The Wallis Ranch Owners Association Master Declaration, Section 2.7.

Owners are not permitted to install holiday lighting in areas that are not under the owner's exclusive use or control. Lighting and decorations cannot be installed penetrating exterior surfaces of the Building (such as the roof, fascia, door or window trim, chimneys and exterior wall surfaces).

EXTERIOR LIGHTING

Owners may be permitted to install exterior lighting in areas within their Exclusive Use Association Property, after review and approval from the Architectural Committee, so long as the lighting does not create a nuisance to neighboring residents within the Community or Master Association Property.

The light fixtures within the Exclusive Use Association Property are maintained by the Neighborhood Association, however, each resident benefiting from the Exclusive Use Association Property is responsible to maintain and replace the light bulbs of said lighting fixtures.

The light fixtures located on the rear exterior of the Residence, which provides street lighting within the Community, are under the responsibility by the Neighborhood Association to maintain, repair and replace, including the light bulbs. Residents are in no way to alter or replace these light fixtures.

WINDOW COVERINGS AND WINDOW TINTING

In addition to the Neighborhood Condominium CC&R provisions in Article 4.15, temporary window coverings in a design and color that do not conflict with the surrounding improvements (but excluding aluminum foil, blankets, towels, bed sheets, newspapers, paint, reflective tint or any other contrasting material deemed unattractive by the Neighborhood Association) are permitted for a period of ninety (90) days after the close of escrow, and pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. All window coverings shall be of a uniform neutral color harmonious with, and not in conflict with, the color scheme of the exterior wall surface of the home. Window tinting is not permitted and can void the manufacturer warranty.

ANTENNA AND SATELLITE DISH RESTRICTIONS

In addition to the Neighborhood Condominium CC&R provisions in Article 4.4, Owners are prohibited from installing any radio antenna, C.B. antenna, ham radio or other similar radio receiving and broadcasting devices, on the exterior of a Condominium Building for any purpose. Each building will be equipped with a mounting bracket for installation of shared satellite dishes on the roof deck area. No additional satellite dish or antenna can be mounted to a wall, railing, deck, porch or patio surface without prior written approval from the Architectural Committee. Owners are also prohibited from installing any satellite dish or other antenna on the roof or exterior of a Condominium Building.

The Board may prohibit the installation of an Authorized Antenna if the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of managers, agents or employees of the Association and other Owners, or for any other safety related reason established by the Board.

Prior to installing an antenna or satellite dish owners are required to fill out the Satellite Dish or Antenna Installation form in the back of these Rules and Regulations, Exhibit B.

ANIMALS

In addition to the provisions set forth in Article 4.3 in the Neighborhood Declaration, an owner may keep only two (2) common domesticated animals, such as dogs, cats, birds, that are kept as household pets and are not bred, kept, or raised for commercial purposes are permitted in any Unit or in the Neighborhood Association Property.

- a) No animals may be left unattended within the Exclusive Use Porch, Patio or Balcony, or on Neighborhood Association Property.

- b) All dogs four (4) months of age or older must be licensed in the City of Dublin and have up to date vaccination against rabies.
- c) All dogs must be leashed while walking, and under the control of a person capable to exercise care, custody, over such dog. Leashes must not be longer than six (6) feet in length. The person/owner shall, at all times, have readily available means to immediately clean up any excrement or other unclean or unsanitary conditions caused by the dog.
- d) 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).
- e) Any owner who claims that an animal constitutes a nuisance shall first direct the complaint to the City and/or County animal control department.
- f) Every person keeping an animal within or bringing an animal into the Neighborhood 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.
- g) Any dog of any kind (including, without limitation, pit bulls, rottweilers, mastiffs, canaria presas, etc.) which has exhibited aggressive behavior (e.g., has attacked or attempted to attack any person or a common domesticated household animal) is subject to removal from the Neighborhood in accordance with City animal control regulations.

FIRE SAFETY DEVICES

- a) Smoke and Carbon Monoxide Detectors. Each Owner must maintain the smoke and carbon monoxide detectors installed in their Unit. As part of such maintenance, the Owner must replace all smoke and/or carbon monoxide detector batteries regularly.
- b) Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate any fire sprinklers or fire alarm installed in their Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to the Unit, personal property, the Neighborhood Association Property, and other Units. Except for periodic dusting, you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Nothing should be stored within eighteen (18) inches of a sprinkler head.

BUSINESS AND COMMERCIAL ACTIVITIES

No Unit shall be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storage or other nonresidential purposes. Notwithstanding the foregoing, the provisions of this Section shall not preclude any Owner of a Unit in the Community from maintaining any business permitted by law or from using his Dwelling as a home-office and conducting business activities therefrom provided such business activities are in compliance with the following: (i) there is no external evidence of such activities; (ii) such activities are conducted in conformance with all applicable government ordinances; (iii) the patrons or clientele of such activities do not visit the Community or park vehicles within the Community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Unit; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, the Neighborhood Association or the Master Association; and (vi) such activities are consistent with the residential character of the Community and conform with the provisions of the Neighborhood and Master Declarations.

PARKING RULES

The open parking spaces within Trestle are for guests only, who are not to exceed 48-hours in the aggregate. In accordance with section 4.8 of the Neighborhood Declaration the following criteria applies to parking and garage use:

Each Unit includes an attached garage for two (2) passenger vehicles. Vehicles of any type may be parked in a garage so long as the vehicle(s) does not displace the number vehicles that the garage was originally designed for. No garage shall be used for residential or storage purposes or any other purpose, which would restrict the parking of the number of vehicles for which such garage was designed. If the Owners and occupants of a Unit do not have any vehicles, or have fewer vehicles than the number for which the garage was designed, the portion of the garage not needed for the additional vehicle(s) may be used for storage of furniture and other household goods.

PARKING OF VEHICLES IS NOT PERMITTED IN ANY DRIVEWAY OR ALLEY WAY IN THE NEIGHBORHOOD. Streets within the Community are private and street parking thereon may be regulated by Neighborhood Association, and/or by the Master Association.

NUISANCES

Noxious or offensive activities must not be carried on in the Neighborhood. The Board is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.

Nuisance devices may not be kept or operated in the Neighborhood. Nuisance devices include, but are not limited to, the following:

- a) Loud outdoor speakers, all horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a Condominium or a vehicle and its contents).
- b) Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and prohibited vehicles are defined in the Master Declaration Article 2.5
- c) Devices that create or emit loud noises or noxious odors.
- d) Construction or demolition waste containers (except as permitted in writing by the Architectural committee).
- e) Devices that unreasonably interfere with television or radio reception to a Condominium.
- f) Plants or seeds infected with noxious insects or plant disease.
- g) Any other activity in the Neighborhood which may:
 - I. Increase the rate of insurance in the Neighborhood;
 - II. Result in cancellation of the insurance;
 - III. Obstruct or interfere with the rights of other Owners or the Association;
 - IV. Violate any law or provisions of the Governing Documents; or
 - V. Constitute a nuisance or other threat to health or safety under applicable law or ordinance.

RENTAL OR LEASING OF CONDOMINIUMS

Except where expressly prohibited by some other agreement or written instrument, Owners may lease or rent Units.

No Owner shall be permitted to rent or lease their Unit for transient or hotel purposes or for a period of less than thirty (30) days. Any lease or rental agreement must be for the entirety of the Unit; an Owner may not lease or rent only a portion of the Unit to a tenant.

The lease must be in writing, and must be expressly made subject to all Governing Documents.

The landlord shall not provide any services normally associated with transient occupancy (including hotel, inn, bed

& breakfast, Airbnb, vacation rental, timeshare or similar temporary lodging), such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items.

The lease shall provide that the tenants and other occupants of the Unit are bound by the Governing Documents when present in the Community, and any violation of the Governing Documents is a default under the lease.

The Owner of the leased Unit shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenant, other occupants of the Unit and their families, agents and invitees while present in the Community, and the lessor/landlord 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.

All Assessments remain the responsibility of the lessor/landlord Owner during the term of the lease or rental agreement.

A copy of the Governing Documents must be provided by the Owner to the lessee/tenant at the commencement of occupancy.

Owners must give written notice to Management within ten (10) days after rental of such Owner's Unit and must furnish Management with the name of the tenant.

SIGNS AND FLAGS

No sign or billboard of any kind shall be displayed by any Owner on any portion of the Neighborhood, Condominium, or Association Property except one (1) sign of reasonable size, advertising that the particular Condominium is for sale or rent. Additional requirements may be set the Wallis Ranch Owners Association Governing Documents.

Each Unit may have one (1) nameplate or address identification sign.

Each Unit may have one (1) sign advising of the existence of security services protecting the property displayed in a window or within the Exclusive Use Association Property Patio area.

Each Unit may have one (1) sign advertising the Unit for sale or lease that complies with the following requirements:

- a) The sign has reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size), provided the sign is promptly removed at the close of the resale escrow or the lease, or upon the Owner's withdrawal of the Unit from the resale or lease market.
- b) The sign is placed in a window of the Unit or within their Exclusive Use Association Property Patio. The sign may not be affixed to the building or placed in the Exclusive Use Association Property Balcony or in the Association Property outside of the Unit.

Open house signage must comply with the following requirements:

- a) Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Unit, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE".
- b) Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (*i.e.*, if there is more than one open house heading in the same direction, there will still be only one OPEN

HOUSE sign used as a directional to the open house.)

- c) An Owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent. No riders or flags are permitted.
- d) The Neighborhood Association will immediately remove signs not complying with these rules and will not be responsible for their return to the Owner or the Owner's agent.

Each Unit may have a noncommercial sign, poster, flag or banner that complies with the following requirements:

- a) A noncommercial sign or poster must not be more than nine (9) square feet in size.
- b) A noncommercial flags or banner must not be more than fifteen (15) square feet in size.
- c) 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.

TRASH

Trash and recyclables must be stored in closed sanitary containers.

No trash, trash containers, recycling materials, or recycling containers can be stored on an Exclusive Use Association Property Patio or Porch, or any other Association Property area outside the garage. Trash containers must be stored in the garages of the Units, or in Patio spaces enclosed by a six (6) foot fence or taller, when not placed out for pick-up on trash collection days.

On collection days, closed containers may be set out in the designated trash collection area for a reasonable period from 5 p.m. the night before the scheduled trash collection and shall be promptly returned to the interior of the Owner's garage by 10 p.m. the day of trash collection.

No trash, trash containers or recyclable materials may be stored in view of other homes or the Association Property.

NON-COMPLIANCE

In the event of non-compliance with these rules, the Association, acting through its Board, shall have the right to take disciplinary action per the Violation and Fining Policy, legal action or after providing the Owner with reasonable notice and an opportunity to be heard before the Board, to enter upon such Owner's Unit to maintain such Improvement in a clean and attractive condition consistent with the standards as provided for herein, and charge full costs of such maintenance to such Owner as a Special Assessment.

**Trestle Homeowners Association
Maintenance Responsibility Chart**

| Maintenance Items | Owner | Neighborhood Association |
|--|--|--------------------------|
| Buildings: | | |
| Structure/Bearing Walls | | X |
| Exterior Paint and Roof | | X |
| Unit Interior/Walls, Drywall on wall separating Units/Fixtures/Plumbing | X | |
| Entry Doors (Including Hardware) and Garage Doors (Including Opener and Hardware) - Repair/Replace | X | |
| Entry Doors and Garage Doors – Periodic Exterior Paint | | X |
| Glass Doors/Screen Doors | X | |
| Window & Window Weather-Stripping | Repair, replacement and cleaning between Association cleanings | Periodic Cleaning |
| Exterior Lights - actuated by Owner | X | |
| Exterior Lights - commonly metered | | X |
| Interior Entry/Security Alarms | X | |
| Fire Sprinkler Alarms & Inspections | | X |
| Association Property Exclusive Use Areas: | | |
| Porch – Sweeping and Cleaning & Improvements | X | |
| Deck – Sweeping and Cleaning | X | |
| Deck - Structure & Periodic Painting | | X |
| Deck Electrical Outlets | X | |
| Patio – Exterior Fencing/Wall and Gate & Periodic Painting | | X |
| Patio – Landscaping and Improvements | X | |
| Patio - Electrical Outlets | X | |
| Air Conditioning Compressor and Pad | X | |

Maintenance Items

Association Property:

| |
|---|
| Landscaping/Pest Control (Exterior Only) |
| Walls, Fences, Lighting, Miscellaneous Structures, Paths, Sidewalks |
| Private Streets, Driveways and Parking Areas |

Owner

Neighborhood Association

| | |
|--|---|
| | X |
| | X |
| | X |

Other:

| |
|--|
| Electrical Panel on Building Note: Cannot be changed to allow for charging electric vehicle. |
| Electrical Subpanel in garage of Unit Note: Cannot be changed to allow for charging electric vehicle. |
| Utilities - All Individually Metered |
| Sewer Line Lateral Owner clears all blockages in line from point of entry to the Owner's Unit |
| Other parts of Private Sewer System |
| Utility lines exclusively serving one Unit |
| Utility lines serving more than one Unit |
| Trash Collection |

| | |
|---|---|
| | X |
| X | |
| X | |
| X | |
| | X |
| X | |
| | X |
| X | |

TRESTLE HOMEOWNERS ASSOCIATION
SATELLITE DISH OR ANTENNA INSTALLATION

Satellite dish or antenna installations must comply with the Trestle Homeowners Association Satellite Dish and Antenna Policy. Please read the Policy carefully to make sure your intended installation fulfills all requirements. This form must be submitted to the Association within seven days of installation of a satellite dish or antenna, if location of satellite installation is other than pre-mounted location.

Owner Name: _____ Date: _____

Owner Address: _____ Phone: _____

Owner Signature: _____ E-Mail: _____

Type/Model of Satellite dish or antenna: _____

Satellite dish or antenna location: _____

Sketch location relative to building:

Is satellite dish or antenna screened? Yes No

Is satellite dish or antenna painted to match the building surface or blend with surrounding? Yes No

Will any wires or conduits penetrate the window systems or structure? Yes No

Date of installation: _____

Please send your completed form to the address below:

Trestle Homeowners Association
c/o Seabreeze Management, Inc.
4201 Wallis Ranch Drive
Dublin, CA 94568

TRESTLE HOMEOWNERS ASSOCIATION
NUISANCE POLICY & REPORT FORM

There must be at least one (1) Owner representing their Unit of the Association to pursue violations that cannot be viewed during an inspection of the community (i.e. barking dog, noise nuisance, garage storage, etc.). If the matter cannot be resolved between the parties, all alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents. A completed Nuisance Form must be submitted to management for action and follow-up.

REPORT FILED BY:

Owner Name: _____ Date: _____

Owner Address: _____ Phone: _____

Owner Signature: _____ E-Mail: _____

VIOLATION INFORMATION:

Address where violation is occurring: _____

Describe violation: _____

Date(s)/Time(s) violation occurs: _____

Frequency of violation: _____

Did you attempt to resolve this matter, if so, please describe: _____

Please send your completed form to the address below:

Trestle Homeowners Association
c/o Seabreeze Management, Inc.
4201 Wallis Ranch Drive
Dublin, CA 94568

**TRESTLE HOMEOWNERS ASSOCIATION
POLICIES AND PROCEDURES**

ENFORCEMENT POLICY

In the event that the Board of Directors of the Association receives a complaint from a member of the Association or observes that an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

Notice of Violation. A notice will be sent via first-class U.S. mail. The notice will include the following information: a) the alleged violation, (b) the provision of the Association's governing a document that was allegedly violated, (c) a date set for 15-days upon which the alleged violation must be cured to avoid further action.

Notice of Hearing: If the violation is not cured within the timeframe set forth in the Notice of Violation, a letter will be sent via first-class U.S. mail and additional copy sent via certified U.S. mail to the owner of the residence. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) a date set for 15-days upon which the alleged violation must be cured to avoid further action, and (d) the time, date and place of the next Board meeting whereat the violation will be addressed in a hearing during executive session.

Hearing. On the date and at the time set forth in the Notice of Hearing (which shall be at least ten (10) days after the Notice of Hearing is provided via first-class/certified mail delivery to the alleged violating member), the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to address the Board in his or her defense.

Disciplinary Action. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by levying a fine, in accordance with the Fining Schedule attached hereto and incorporated herein, suspend or condition the Respondent's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board; (c) suspend the Respondent's voting privileges established under the Declaration; (d) enter into a Condominium to perform maintenance which, according to the Declaration, is the responsibility of the Respondent; or (e) record a notice of noncompliance if allowed by law.

Written Findings. Within fifteen (15) days following the hearing, the Board of Directors shall provide the member a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

FINE POLICY

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 and Landscape Guidelines and Rules and Regulations:

LEVELS OF FINE PROGRESSION

| | 1st Fine | 2 nd Fine | 3 rd Fine |
|-----------|----------|----------------------|----------------------|
| Level 1 * | \$100 | \$200 | \$300 |
| Level 2 * | \$200 | \$300 | \$400 |
| Level 3 * | \$300 | \$400 | \$500 |

VIOLATION FINE & CONTINUING ENFORCEMENT GUIDELINE

The following items in each level are examples, and are not limited to

Level 1

- Trash Cans
- Signs
- Nuisance (varies with impact)
- Unsightly Items
- Garage Usage
- Parking Violation
- Satellite dish (installation location)

Level 2

- Animal Nuisances
- Home Maintenance (varies with impact)
- Vehicle Repairs
- Window Coverings
- Holiday Lighting and Decor

Level 3

- Business conducted from Residence (varies with impact)
- Temporary Structures (varies with size and impact)
- Prohibited Vehicles, Trailers, Boats (etc.)
- Non-Submittal of Plans
- 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

NUISANCE POLICY

There must be at least one (1) Owner representing their Unit of the Association to pursue violations that cannot be viewed during an inspection of the community (i.e. barking dog, noise nuisance, garage storage, etc.). If the matter cannot be resolved between the parties, all alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents. A completed Nuisance Form must be submitted to management for action and follow-up. The board will then review the completed Nuisance Form and determine if the board will consider the matter.

ELECTION RULES

These Election Rules have been adopted for the Trestle Homeowners' Association ("**Association**") to govern matters requiring a 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 in the month of June 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 6, Section 6.4 of the Association's Bylaws, the presence either in person or by proxy at any meeting of the Members entitled to cast one-third (1/3) 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 twenty-five percent (25%).

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.

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 the record owner of a Unit within the Association's development.

4.1.2. **Current in Assessments.** The person must be current in the payment of regular and special assessments owed to the Association. This requirement does not apply in situations where (a) the Association's governing documents do not require sitting Directors to be current in the payment of regular or special assessments, (b) where the person wishing to be a candidate for the Board has paid the regular or special assessment under protest, or (c) where the person wishing to be a candidate for the Board has 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 Unit as the person, and the other person is either a candidate for the current election or is an incumbent director.

4.1.4. **Membership for at Least One (1) Year.** The person must be a Member of the Association for at least one (1) year.

4.1.5. **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.

4.1.6. **Title in Name of Company.** If title to a Unit 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

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 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 to 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.

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 Unit. The mailing address for the ballot shall be listed on the Voter List if different from the physical address of the Member's Unit.

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 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 or 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.

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.

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 Unit 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 Unit owned by that Member within the Association. If more than one (1) person is the record owner of a Unit, the vote for that Unit shall be decided by said parties between themselves. In the event one or more persons who share ownership of a particular Unit each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Unit.

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:

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.** All Members shall be entitled to cumulate their votes for one (1) or more candidates for the Board, if the candidate’s name has been placed in nomination prior to voting. Under cumulative voting, each Owner 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 Owner 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 (c) 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. **Term & Duration.** No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

10.3. **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).

10.4. **Revocability.** A validly executed proxy shall continue in full force and effect unless revoked, prior to receipt of the Proxyholder's completed ballot by the Inspector, through any of the following methods: (a) the Proxygiver delivering written notice to the Inspector that the proxy has been revoked; (b) a subsequent proxy executed by the Proxygiver; (c) by the Proxygiver's personal attendance and request to vote at the meeting, prior to the distribution of a ballot to the Proxyholder by the Inspector; or (d) by the Proxygiver's return of a completed ballot to the Inspector, or (e) written notice of the death or incapacity of the Member received by the Association before the tabulation of votes.

10.5. **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 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 inspectors of elections.

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. 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 any number of the Candidates, another run-off election of only the candidates involved in the tie shall be held immediately following the announcement of the results. In this case, all Members voting in person and Proxyholders in attendance shall re-register and upon which issued a new ballot marked with the word "RUN-OFF" and showing only the names of the candidates involved in the tie vote. Those voting in person and those holding proxies will then cast their ballots. These Rules shall apply in the run-off election and shall be enforced to the same degree as in any other election. The person receiving the highest number of votes will be elected.

11.3. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspectors, 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.

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&R's") 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&R's 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** (1st) 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. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.
2. Assessments, late charges, interest and reasonable fees and collection costs, including attorney's fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
3. Payments are posted as of the date received at the Association's business office. Assessments are delinquent **fifteen (15) days** after they become due. 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. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, reasonable fees and costs of collection and reasonable attorney's fees shall be at a rate of 12% per year, commencing **thirty (30) days** after the assessment becomes due.
4. Any payments made shall be first applied to the assessments owed, and only after the assessments owed are paid in full, shall the payments be applied to late charges, interest, or collection expenses.
5. If the assessment is not paid within **ninety (90) days** of the due date, the Association will send a certified letter ("Notice of Intent to Lien") to the delinquent homeowner's addresses of record, including primary and secondary addresses provided to Association by Owner, informing the owner of the following:
 - (a) a general description of the Association's lien enforcement procedures and the method of calculation of the amount;
 - (b) a statement that the homeowner has the right to inspect Association records pursuant to California Corporations Code Section 8333;
 - (c) The following statement in 14-point boldface type: **"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."**
 - (d) an itemized statement of the charges owed by the homeowner, including items on the statement indicating the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any;
 - (e) a statement that the homeowner will not be liable to pay charges, interest, and collection costs, if it is determined the assessment was paid on time to the Association;
 - (f) the homeowner's right to request a meeting with the board of directors to discuss a payment plan pursuant to Civil Code Section 5665;
 - (g) the homeowner's 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 required pursuant to Civil Code Sections 5900 and 5915; and
 - (h) The homeowner's right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 through 5965 before the Association may initiate foreclosure against the homeowner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

The letter described in this Paragraph 5 will be sent to the delinquent homeowner at least **thirty (30)** days prior to recording a lien against the delinquent homeowner's separate interest. The cost of the letter will be billed to the delinquent homeowner's account. All further costs, including reasonable attorneys' fees, are also the delinquent homeowner's responsibility.

6. Within **fifteen (15) days** from the date of the postmark of the Notice of Intent to Lien, a delinquent homeowner 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 homeowner 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 to meet with the owner.

7. If the delinquent homeowner fails to pay the amount set forth in the Notice of Intent to Lien (a) within **thirty (30) days** of the date of the postmark of the Notice of Intent to Lien, or (b) in the event the delinquent homeowner submits a request to meet, as set forth in No. 6 above, within **sixty (60) days** of the date of the postmark of the Notice of Intent to Lien, then the Board may decide that a lien will be recorded against the homeowner's separate interest. Such decision must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to record a lien must be by a majority vote of the Board members in an open meeting, and the Board's vote shall be recorded in the minutes of that meeting. The delinquent homeowner 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 must be recorded together with the lien.

8. 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) calendar days** after recordation. Notices shall also be sent to any secondary address provided by Owner.

9. After recordation of the lien, payment must be made in cash, money order or cashier's check.

10. 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 record a lien under these circumstances, it shall, prior to recording the lien, offer the homeowner 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 initial judicial foreclosure.

11. 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 meeting of the Board that is open to all members. The Board shall maintain the confidentiality of the homeowners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the homeowners. A Board vote to approve foreclosure of a lien shall take place at least **thirty (30) days** prior to any public sale.

12. The Board shall provide notice of its decision to foreclose on an assessment lien by (a) personal service to the homeowner if the homeowner occupies the separate interest, or to the homeowner's legal representative, or (b) first class mail, postage prepaid, at the most current address for the homeowner shown on the books of the Association, including primary and any secondary address provided by owner, if the homeowner does not occupy the separate interest.

13. A nonjudicial foreclosure is subject to a **ninety (90) day** right of redemption.

14. 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.

15. The mailing address for overnight payment of assessments is:
Seabreeze Management, Inc.
39 Argonaut, Suite 100
Aliso Viejo, CA 92656
16. The Association may alternatively file a civil action in Small Claims Court.
17. A copy of Civil Code Section 5730, 4740(b) is attached hereto.

CIVIL CODE SECTION 5730, 4740(b)

(a) The annual policy statement, prepared pursuant to Section 5310, shall include the following notice, in at least 12-point type:

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.

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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)

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.

IDR POLICY (Internal Dispute Resolution)

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.

ADR POLICY (Alternative Dispute Resolution)

The purpose of this letter is to provide you with a summary Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Association's governing documents.

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.