



**HANDBOOK,  
RULES & REGULATIONS,  
DESIGN GUIDELINES**

Adopted: June 9, 2025

**1. Introduction.** Sella ("**Community**") is a residential community that is currently planned to contain up to 85 Detached Condominiums. Because community living relies on the mutual cooperation of all to be successful, Sella Homeowners Association ("**Association**") created these rules and regulations ("**Rules**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

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

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

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

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

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

Sella Homeowners Association  
c/o Seabreeze Management Company  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: 800-232-7517  
Email: [CustomerCare@Seabreezgmt.com](mailto:CustomerCare@Seabreezgmt.com)

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

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

To report problems related to the Community, please contact the Management Company.

**3. Communication and Voluntary Cooperation.** To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

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

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

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

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

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

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

**7.1 Damage Caused by Owner.** In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Association Property and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and tenants at any time.

**7.2 No Obstruction.** Obstruction of the Association Property or Association Maintenance Areas including, without limitation, the Private Streets, throughout the Community is not permitted. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property or Association Maintenance Area.

**7.3 Outside Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung within any Unit (excluding the Residence), except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Unit. There shall be no exterior drying or laundering of clothes, towels or any other items on Association Property or Association Maintenance Areas.

**7.4 Civil Code Section 4515 Meetings.** Meetings that are held on Association Property in conformance with California Civil Code Section 4515 shall be subject to the hours of availability of any

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

**7.5 Private Streets.** No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways, to the extent so permitted under the Governing Documents, shall not extend into the sidewalk or the Private Streets.

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

**9. Use Restrictions.**

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

**9.2 Sports Apparatus.** No basketball standard or fixed sports apparatus shall be attached to any Residence unless it is approved pursuant to Article 8 of the Declaration. Portable basketball apparatuses are permitted so long as they are moved in the interior of the garage when not in use, and in any event, by 9:00 p.m. No portable basketball apparatus or skateboard ramps are permitted within the Association Property, including, without limitation, the Private Streets.

**10. Animals.**

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

**10.2 Number and Types of Animals.** Section 2.1 of the Declaration contains provisions regarding the number and types of animals that may be kept in the Community.

**10.3 Pets in the Association Property.** Dogs are allowed in the Association Property, including the Private Streets, only if they are at all times on a leash. Pets must be under the owner's control when outside of the Unit or fenced yard. Pet owners are responsible for any damage to person or property caused by their pets.

**10.4 Cleaning Up After Your Pet.** Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property or the Association Maintenance Area improvements.

**10.5 Disturbance from Pets.** Unreasonable and/or continuously barking dogs left in a yard are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with

a formal complaint and contact Los Angeles County Animal Care & Control at <https://animalcare.lacounty.gov/> or (818) 991-0071.

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

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

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

## **11. Garages and Parking and Vehicle Regulations**

**11.1 Declaration Parking Restrictions.** Section 2.8 of the Declaration includes vehicle, garage and parking restrictions.

**11.2 Private Streets and Parking.** Residents shall first use their garage and driveway before parking in the open parking spaces located in the Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the Private Streets or block the sidewalks. Unless prior written consent of the Management Company is obtained, parking in the guest parking spaces is limited to 72 consecutive hours. In addition, in connection with the trash collection for the Community, no parking of vehicles within the Private Streets is permitted from 6:00 p.m. on the day before trash pickup is scheduled until 11:00 p.m. on the day trash pickup is scheduled.

**11.3 Garages.** Garages must be maintained to house the number of motor vehicles owned by the Owner to its fullest extent possible and subject to any allowable conversion of space into ADU. Garages shall not be converted for storage, living or recreational activities. No garage space shall be used for non-parking activities (including storage of motorcycles and bicycles) if it will result in the Owner or Occupant using the driveway or open parking space instead of the garage. Unless otherwise required under Applicable Laws, garages shall be used for parking vehicles only. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. Each Owner and the Owner's Occupants, to the extent such Owner or Owner's Occupant has automobiles in the Property, are required to park such automobiles in the garage, and in the appropriate length driveway as a secondary location. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. See Section 2.8.5 of the Declaration for further garage use restrictions. Notwithstanding anything to the contrary herein, Residences that include a tandem garage area that includes a storage area that would be deep enough to accommodate three vehicles shall only be deemed to house and be used for two vehicles, in accordance with Applicable Laws.

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

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

**11.6 Prohibited Vehicles.** Recreational vehicles such as motorhomes, travel trailers, camper vans and boats are not permitted in the Community. Section 2.8.2 of the Declaration further restricts certain “commercial-type vehicles.” Prohibited vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. Please review these provisions of the Declaration.

**11.7 Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Owner’s expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

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

**13. Holiday Decorations.**

**13.1 Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than 20 days prior to the day of the holiday, and must be removed within 10 days after the holiday.

**13.2 Location.** No Owner may place holiday decorations within the Association Property, except for the Association.

**13.3 Lights.** All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

**14. Rental of Residence.** Subject to the restrictions in the Declaration, and Applicable Laws, an Owner shall be entitled to rent the Owner’s Residence for a term of not less than 30 days. The Owner is responsible for all actions of the lessee and subject to the following guidelines:

**14.1 Management Company Notification.** All Owners who rent their Residence are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules.

**14.2 Written Lease or Rental Agreement.** Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant’s occupancy. Sections 2.4 and 2.5 of the Declaration contain provisions regarding rental of Residences.

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

**14.4 No Short-Term Rental of Units for Less than Thirty (30) Days.** Any rental, lease, or other occupancy of a Unit for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use of the Unit for transient or hotel purposes in violation of the Declaration and these Rules. Therefore, each Owner is prohibited from entering into any oral or written agreement to rent, lease, or use a Unit for time-share, hotel, or transient purposes for occupancy of a term of less than thirty (30) consecutive days. Such prohibited conduct includes, without limitation, entering into an oral or written agreement to rent, lease, or use the Unit, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee,

occupant, or user of the Unit actually intends to occupy the Unit for a term of less than thirty (30) consecutive days. Also, the Board may determine that any other occupancy of a Unit that is less than a term of thirty (30) consecutive days (irrespective of the terms of any oral or written agreement) is a violation of the Declaration and these Rules (excluding instances where an Owner owns a Unit as second home and the Owner periodically occupies the Unit for a term of less than thirty (30) consecutive days).

**14.5 No Rental of Units for Transient or Hotel Purposes of Providing of Transient Services.** Any rental, lease, or other occupancy of a Unit pursuant to which services normally associated with a hotel, such as meal service, maid/housekeeping service or excursions, are provided constitutes an impermissible nonresidential use of the Unit for transient or hotel purposes. Therefore, each Owner is prohibited from entering into any oral or written agreement to rent, lease or use a Unit for hotel or transient purposes. Such prohibited conduct includes, without limitation, entering into an oral or written agreement to rent, lease or use the Unit in connection with so-called "birth tourism" (i.e., travel to the United States for the purpose of giving birth in the United States), if rental, lease or use of the Unit is associated with services normally associated with a hotel, as described above.

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

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

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

**14.9 Commercial Activities Prohibited.** As stated above, preserving the residential nature of the development is an important interest in the Community. Although there are limited exceptions to this mandate, neither Owners nor residents are permitted to conduct commercial activity in a Unit or anywhere in the Community that are not otherwise permitted under the Declaration or these Rules. For home occupation and commercial use restrictions, please refer to Sections 2.2 and 2.3 of the Declaration.

**14.10 Enforcement and Fine Schedule for Violations of Rental and Leasing Policy.** Any violation of the restrictions contained in this Section 14 (also referred to herein as the "**Residential Use Enforcement Policy**") is considered an egregious breach of the Declaration and violation of the residential use limitations contemplated under the Declaration. The fine schedule set forth herein shall control for any violations of this Residential Use Enforcement Policy, notwithstanding any other provision of the Association's Rules or any applicable policy. In developing the fine schedule for violations of this Residential Use Enforcement Policy, the Board considered that an Owner may receive a significant sum of money for short-term leasing of a Unit for less than a period of thirty (30) days in violation of the Declaration. The Board further considered that an Owner or his or her resident may generate a significant sum of money by conducting commercial activity in a Unit or anywhere within the Community. Thus, in recognition of these facts, together with the strong policy of wishing to preserve the residential use of the Unit, and as a disincentive against violations, and to prevent an Owner from profiting from violating the Declaration and these Rules, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of the short-term rental restriction, hotel/transient use restriction, or commercial activity restriction in the Declaration and these Rules in the amount of \$1,000.00 for the first offense, with the fine for each subsequent offense doubling thereafter (i.e., \$2,000.00 for second offense, \$4,000.00 for the third offense, \$8,000.00 for fourth offense, etc.). In addition, a fine in the amount of \$1,000.00 may be imposed for failure to timely notice the Association of entering into a lease agreement as required above. The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this Residential Use

Enforcement Policy (e.g., the lease agreement requirements) shall subject the responsible Owner(s) to monetary fines in accordance with the Association's regular Fine Schedule contained in the Rules and/or all other the remedies provided under the Governing Documents or otherwise authorized in law or in equity.

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

**16. Landscaping.** Except for those portions of the Unit that are landscaped by the Declarant, if any, each Owner of a Unit must install the Improvements and landscaping shown on such Owner's approved landscape plan by the date in accordance with the provisions of Section 2.18 and Article 8 of the Declaration and the Design Guidelines. If such plan is disapproved, a revised plan(s) must be submitted not more than 15 days after such disapproval, until a plan has been approved in accordance with the provisions of Article 8 of the Declaration. Owners are not permitted to install any landscaping which interferes with the established drainage pattern over the Community. Owners must also comply with the landscaping restrictions set forth in Sections 2.15, 2.16 and 2.18 of the Declaration regarding installation of landscaping and other Improvements.

**17. Trash Disposal.** Trash, garbage or other waste must be kept only in approved sanitary, properly closed containers. No trash or debris is to be left in any area that is visible to others, such as walkways, Association Property or Association Maintenance Areas, except when trash cans are set out in the street for trash collection. The Owners shall comply with the County's waste and recycling program for the Community. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages or behind a fence or wall in a side yard, except on the scheduled day for trash pickup. On scheduled trash pickup days, containers and/or bulky items shall be placed in the street in front of or adjacent to the Owner's residence. Containers shall be placed in designated areas no earlier than 6:00 p.m. on the day before trash pickup is scheduled. Containers must be placed out of sight by 11:00 p.m. on the day trash pickup is scheduled. Owners shall be subject to fines imposed by the Association for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

**18. Noise Control.** The homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that residents may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Residents, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the County noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the County Sheriff Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

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

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

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

#### **21.1 Reporting of Violations.**

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

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

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

## **21.2 Violation Notification.**

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

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

- (a) an explanation in clear and concise terms of the nature of the alleged violation;
- (b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- (c) the date, time and place of the hearing.

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

## **21.3 Hearing Procedures.**

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

**21.3.2 Owner's Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may

submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

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

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

**21.3.5 Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

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

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges (other than voting rights);
- (c) Removal of any non-conforming structure or improvement; and
- (d) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

**21.5 Fine Schedule.** The Board may impose only 1 fine within any 30 day period. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule (provided however that the fine schedule set forth in the Residential Use Enforcement Policy shall apply as to any violations of the Residential Use Enforcement Policy, as provided therein):

<b>Violation</b>	<b>Range of Fine Amount</b>
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500

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

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

**22. Park.** There are park areas located within the Community that are for the use and enjoyment of members of the public, Owners, residents, tenants and their guests. The County requires that even through the parks are privately owned, they be available for use by members of the public. The following rules apply to the parks in the Community.

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

**22.2 Notification of Management Company.** The Management Company must be notified in the event of an accident or incident or if the Sheriff or Fire Department is called to the parks for any reason.

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

**22.4 Park Hours.** The parks shall be available between dawn and dusk only.

# SELLA ELECTION RULES

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

2. **Equal Access.**

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

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

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

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

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

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

3.1 A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if all of the following conditions are satisfied by such Member (subject to the rights of Declarant and the Owners who are legal entities who are not a natural person to nominate non-Member candidates, as set forth below):

(a) as of the date of nomination, the Member is an owner of his or her Unit.

(b) as of the date of nomination, the Member is at least 18 years old.

(c) no other joint owners of a Unit held in common with the Member is serving on the Board and would serve on the Board concurrently with the Member.

(d) the Association is not aware of any past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 of the California Code of Civil Procedure or terminate the Association's existing fidelity bond coverage.

(e) as of the date of nomination, the Member is current in the payment of all Assessments for the 3 months immediately preceding such date of nomination; provided, however, that notwithstanding the foregoing, a Member nominated for a position on the Board shall not be disqualified to be nominated or elected to the Board for (x) the nonpayment of fines, fines renamed as "Assessments", collection charges, late charges, or costs levied by a third party, and (y) failure to pay Assessments if either of the following circumstances is true: (1) the Member has paid the Assessment under protest pursuant to California Civil Code Section 5658, or (2) the Member has entered into a payment plan pursuant to California Civil Code Section 5665.

Directors and officers of the Association must provide to the Association or its property manager or other entity making any required filings, and candidates for the Board must be willing to provide, upon any election to the Board, the information necessary to complete and submit all filings and other registrations required under applicable law, including without limitation any information required to be submitted under the Corporate Transparency Act, including any updates thereto. Such information may include, without limitation, such individual's (i) full legal name; (ii) date of birth; (iii) current, as of the date on which the report is delivered, residential or business street address; and (iv) unique identifying number from an acceptable identification document.

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

In addition, each director on the Board of the Association shall, during the term which such director is a member of the Board, comply with the qualifications and requirements of nominees set forth in this Section 3.1 and any failure to comply with such qualifications and requirements shall result in the removal of such director from the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Member's current voting method.
- (b) If the Member's voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member that will be used for voting by electronic secret ballot.
- (c) An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by written secret ballot.
- (d) An explanation of how a Member may opt out of voting by electronic secret ballot.
- (e) The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.

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

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

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

**5.12** For purposes of determining a quorum for a meeting in which voting is conducted by electronic secret ballot, a Member voting electronically pursuant to these Election Rules shall be counted

as a Member in attendance at the meeting. Once the quorum is established, a substantive vote of the Members shall not be taken on any issue other than the issues specifically identified in the electronic vote.

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

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

**6.1** The current Board shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector. No Member currently running for an elected position on the Board may serve as an Inspector.

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

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

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

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

## **7. Voting.**

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

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

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

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

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

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

**7.4** No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified

will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

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

**8.1** A Member of the Association is eligible to vote if the Member owns his or her Unit when ballots are distributed.

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

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

## **9. Proxies.**

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

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

## **10. Voting Procedures and Custody.**

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

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

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

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

11. **Election by Acclamation.** Notwithstanding the secret balloting requirement in California Civil Code Section 5100, or any contrary provision in the Governing Documents, including without limitation these Election Rules, when, as of the deadline for submitting nominations for election to the Board, the number of qualified candidates is not more than the number of Board vacancies to be filled, as determined by the inspector of the elections, the Board may, but is not required to, declare the qualified candidates elected by acclamation if all of the conditions listed in California Civil Code Section 5103 have been met. The Board shall act by voting at a meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.
12. **Retention of Election Materials.** The Association shall maintain election materials in compliance with California Civil Code Section 5105(a)(7).
13. **Amendment.** These Election Rules shall not be amended less than 90 days prior to an election.

## SELLA COLLECTION POLICY

Prompt payment of assessments by all Owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the California Civil Code to enforce the members' obligation to pay assessments very seriously. The Board has adopted this Assessment Collection Policy to discharge that obligation fairly, consistently and effectively. All policies and practices outlined below shall remain in effect until they are changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association's Assessment Collection Policy:

1. Regular **monthly** assessments are due and payable on the **first (1<sup>st</sup>)** day of each **month**. The Owner of record is responsible for paying each assessment in full each month regardless of receipt or lack of receipt of a statement.
2. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest, fees, and collection costs, including attorney's fees, are both the personal obligation of the Owner of the property at the time the assessment or other sums are levied and a lien/debt on the property.
4. Payments are posted on the date received by the Association. An assessment is delinquent if not paid by the **15<sup>th</sup>** day of the period it is due.
5. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater.
6. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, fees and costs of collection and attorney's fees shall be at a rate of **12%** per year, commencing **ninety (90) days** after the assessment becomes due.
7. A Reminder Letter may be sent to any owner whose assessment balance is equal to or greater than \$100.00 as of the last day of the month. A fee will be charged to the owner's account for each Reminder Letter sent.
8. Residents who are delinquent may be subject to suspension of the use of Common Area amenities and restrictions of membership privileges in accordance with the association's enforcement procedures.
9. If the assessment is not paid within sixty (60) days days of the due date, the Association will send a letter ("Notice of Intent to Lien") by certified mail (and also by regular first class mail) to the delinquent Owner's addresses of record, including primary and secondary addresses if provided to the Association by the Owner. This letter will comply with applicable law. This letter will be sent to the delinquent Owner at least **thirty (30) days** prior to recording a lien against the delinquent Owner's separate interest. The cost of the letter will be billed to the delinquent Owner's account.
10. An Owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent

Owner in executive session within **forty-five (45) days** of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members, but less than a quorum, to meet with the Owner.

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

20. The mailing address for overnight payment of assessments is:

Seabreeze Management Company, Inc.  
26840 Aliso Viejo Pkwy, Suite 100  
Aliso Viejo, CA 92656

21. The Association may alternatively file a civil action in Small Claims or Superior Court.

22. In the event that the Association files an action against an Owner for unpaid Assessments, and that separate interest is, or becomes rented or leased at any time during the pendency of the action, the Association shall have the right to request that the Court order Owner to assign all rents due from the renter/lessor of the separate interest to the Association until such time as all Assessment delinquencies are cured.

## **NOTICE ASSESSMENTS AND FORECLOSURE**

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

## **ASSESSMENTS AND FORECLOSURE**

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

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. ([Section 5725](#) of the Civil Code)

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

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

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

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

## **PAYMENTS**

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

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 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.

# SELLA HOMEOWNERS ASSOCIATION INTERNAL DISPUTE RESOLUTION AND ALTERNATIVE DISPUTE RESOLUTION POLICIES

In accordance with Civil Code Section 5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and Owners in connection with the disputes relating to the enforcement of the Association's Governing Documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "**Disputes**").

## **INTERNAL DISPUTE RESOLUTION ("IDR")**

Either party 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 a request to meet and confer. The Association may not refuse a request to meet and confer.

3. The Board hereby designates the President of the Association or in his/her absence, the Vice-President ("**Board Designee**"), as well as the Association's managing agent to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee of the Board involved in the Dispute to assist the Board and attend the meet and confer session with the Owner. The Board Designee and the Association's managing agent shall both meet together with the Owner regarding the Dispute. 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.

4. 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 at least five (5) business days notice to the Association so that the Association can ascertain if it desires to have its legal counsel also attend. The Board shall have the right to reschedule any IDR meeting if it fails to receive timely notice that the Owner intends to have counsel or another party present at the IDR meeting, or if the Association's counsel is not available.

5. 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 help resolve the Dispute.

6. A resolution of the Dispute agreed to by the parties shall be memorialized in writing by the parties, including the Board Designee on behalf of the Association.

7. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) the agreement is not in conflict with law or the Governing Documents of the Association; and (b) the agreement is either consistent with the authority granted by the Board to its Board Designee or the agreement is ratified by the Board.

A member of the Association may not be charged a fee to participate in the process.

## **ALTERNATIVE DISPUTE RESOLUTION (“ADR”)**

Please be advised that California Civil Code Section 5930 et seq. requires that the Association and Owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute, which may require ADR pursuant to California Civil Code 5930 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

### **PARTIES BOUND BY THE STATUTE**

The parties required to comply with the statute are the Association (through the Board) and Owners of record.

### **DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)**

California Civil Code Section 5930 provides that neither the Association nor Owners may file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An “enforcement action” is defined as a civil action or other proceeding for any of the following purposes:

1. Enforcement of the Davis-Stirling Common Interest Development Act;
2. Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
3. Enforcement of the Association’s Governing Documents

Where, however, an Owner has a private dispute with another Owner or a tenant, or the Board has a dispute with a third party, such as a landscaper, such dispute is not within the confines of the statute.

### **DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE**

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ of relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000. The following types of dispute are specifically excluded from being required to resort to ADR:

1. A small claims action;
2. Assessment collection, except as provided for in Civil Code Section 5940;
3. Claims for money damages in excess of \$5,000 in conjunction with a claim for declaratory, injunctive, or writ relief;
4. Action for a preliminary or temporary injunctive relief; and
5. The filing of a cross-complaint in response to a complaint already filed.

## **COMPLIANCE PROCEDURES**

### **Initiating Party**

The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a “Request for Resolution” including the following information and language:

1. A brief description of the dispute;
2. A request that the matter be submitted to ADR;

3. A notice that the party receiving the Request for Resolution (the “**Responding Party**”) is required to respond thereto within thirty (30) days of receipt or will be deemed rejected; and

4. If the party on whom the Request for Resolution is served is an Owner, a copy of California Civil Code Section 5935 Request for Resolution.

### **Service**

A Request for Resolution may be served by personal delivery, first-class mail, express mail, email, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request for Resolution.

### **Responding Party’s Obligation**

Upon receipt of the Request for Resolution, the Responding party, whether the Association or an Owner, has thirty (30) days to either accept or reject the Request for Resolution. In the event no such response is received, the Request for Resolution is deemed “rejected.”

### **Time for Completion of ADR**

Where the Request for Resolution is accepted, the parties must complete the ADR within ninety (90) days of receipt of acceptance. However, the parties can stipulate in writing to extend the period.

### **Cost of ADR**

The cost of ADR shall be borne by both parties.

### **Tolling of Statute of Limitations**

If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in California Civil Code Section 5945.

### **Certification**

In the event the lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 5950 et seq; (2) one of the parties to the dispute did not accept the terms offered for the alternative dispute resolution; or (3) preliminary or injunctive relief is necessary.

### **CONSEQUENCES FOR FAILURE TO COMPLY WITH ADR LAW**

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that the dismissal of action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorneys’ fees and costs, a court may consider whether a party’s refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important for an Owner to seek independent legal counsel in the event that an Owner may have further questions.

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.

**THE PRECEDING HAS BEEN PROVIDED IN ACCORDANCE WITH CIVIL CODE SECTION 5965, 5920.**

**ATTACHMENTS**

Violation Complaint Report Form

Tenant Registration Form

Managing Household Hazardous Waste

**SELLA  
VIOLATION COMPLAINT REPORT**

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

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

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

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

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

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

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

Provide the names and phone numbers of any witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Were any photographs taken? Yes No By whom? \_\_\_\_\_ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

**SELLA  
TENANT REGISTRATION FORM**

Return form to:

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

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

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

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

Address in the Community: \_\_\_\_\_

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

Tenants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

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

Fully executed lease agreement attached

Owner has provided copies of all Governing Documents to the tenant

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

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

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

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

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

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

# SELLA MANAGING HOUSEHOLD HAZARDOUS WASTE

**As required by the Conditions of Approval for the Community, the Association provides the owners with the following information:**

## **Introduction:**

Ensure the safety of your household and the environment by properly managing and disposing of household hazardous waste (“HHW”). This guide provides essential information and resources to help California residents handle HHW responsibly.

## **Understanding HHW:**

- Definition: HHW includes items like paints, pesticides, cleaning chemicals, batteries, and electronic waste.
- Risks: Improper disposal can pose risks to health and the environment.

## **Regulatory Compliance:**

- Overview: California regulations govern HHW management.
- Responsibilities: Homeowners have legal obligations to manage and dispose of HHW properly.

## **Proper Storage and Handling:**

- Safe Storage: Store HHW securely in recommended containers and areas.
- Handling and Transportation: Exercise caution when handling and transporting HHW.

## **Disposal Options:**

- Local Collection Programs: Utilize local programs and drop-off locations for safe HHW disposal.
- Recycling and Reuse: Explore recycling and reuse options to minimize environmental impact.
- For Collection Events in Los Angeles County visit - <https://pw.lacounty.gov/general/enotifyCalendar/Calendar.aspx>
- Permanent collection centers offer a convenient, free method for Los Angeles County residents to properly dispose household hazardous and electronic waste (HHW/e-waste). Residents can drop off items such as paint, solvents, chemicals, computers, batteries, cell phones, fluorescent lights, etc. visit <https://dpw.lacounty.gov/epd/hhw/Permanent>
- Information from the County of Los Angeles on how you can make

## **Educational Materials:**

- Online Resources: Access informative websites, pamphlets, and materials for comprehensive HHW knowledge. Visit the County of Los Angeles Public Works Department website for more information - <https://dpw.lacounty.gov/epd/hhw/Hhw>
- Training Opportunities: Attend local workshops to enhance your understanding of HHW management.

## **Conclusion:**

Empower yourself with the knowledge and resources needed to responsibly manage and dispose of HHW. By doing so, you contribute to the well-being of your community and the environment.

# TOO TOXIC TO TRASH



**Know Your HHW** - HHW is any product labeled toxic, poisonous, corrosive, flammable, combustible or irritant. E-Waste is any outdated or unwanted electronic device such as a TV, stereo, electronic game, microwave, computer or a small household appliance.

## What We Accept

### Household Hazardous Waste

Abrasive cleaners  
Air fresheners  
Antifreeze  
Asbestos  
Automotive products  
Bug spray  
Car batteries  
Chlorine bleach  
Compact fluorescent light bulbs (CFLs)  
Disinfectants  
Drain cleaners  
e-cigarettes/Vaping devices  
Fertilizers  
Floor, furniture and shoe polish  
Fluorescent light tubes

Fungicides, herbicides, weed killers  
Furniture and paint strippers  
Gasoline and diesel fuel  
Glass/window cleaners  
Hair spray  
Hair relaxers, dyes, permanents  
Household batteries,  
NiCad batteries  
Insecticide  
Medicine (Controlled substances not allowed)  
Mercury thermostats  
Nail polish and nail polish remover  
Oven cleaners  
Pet products (flea collars and sprays)  
Pool chemicals  
Propane tanks (small)

Rat, mouse, snail, and slug poisons  
Sharps waste/medical needles  
Rug & upholstery cleaners solvents  
Spray Paints  
Stains and varnishes  
Transmission and brake fluid  
Thinners and turpentine  
Tub, tile, and toilet bowl cleaners  
Used motor oil and oil filters

### Electronic Waste

Cell phones, Computers,  
Electronic games, Fax machines,  
Light switches, Printers, Televisions,  
Stereos, VCR's, DVD players  
and Microwaves etc.

## We Don't Accept

HHW / E-waste from businesses, explosives, ammunition, radioactive materials, trash, tires and white goods (refrigerators, stoves, washing machines, etc.).

For alternative non-hazardous recipes visit: [pw.lacounty.gov/epd/hhw/alternative\\_recipes.pdf](http://pw.lacounty.gov/epd/hhw/alternative_recipes.pdf)

## Additional Disposal Options For:

### Used Motor Oil/Used Oil Filters

Utilize local certified centers (Autozone/Kragens/O'Reillys) or utilize one of County's permanent used oil centers. Visit [CleanLA.com](http://CleanLA.com) for a full list.

### Generated Sharps Waste and Used Medications

For sharps waste disposal, utilize designated Sheriff's stations. For additional disposal options near you, visit [www.nodrugdownthedrain.org](http://www.nodrugdownthedrain.org) or check with your medical provider or city.

### Household Batteries

Utilize designated LA County public libraries for household battery disposal.

### Household Paint

Utilize local retail stores. For program details and locations, visit [PaintCare.org](http://PaintCare.org) or call 855-724-6809.

**ADA and Title VI Accommodations:** Individuals requiring reasonable accommodations, interpretation services, and materials in other languages or in an alternate format may contact the Public Works coordinator at (626) 458-7901. Requests must be made one week in advance of the scheduled meeting date. Individuals with hearing or speech impairment may use California Relay Service 711.

**Acomodamientos ADA y Título VI:** Individuos que requieran acomodamiento razonable, servicios de interpretación, y materiales en otros idiomas o formatos alternativos pueden comunicarse con el coordinador del departamento al (626) 458-7901. Las solicitudes deben hacerse una semana antes de la reunión programada. Personas con impedimentos auditivos o del habla pueden usar el Servicio de Relevé de California al 7-1-1.

**SELLA**

**DESIGN GUIDELINES**

1. **Introduction.** Sella is a residential community that is currently planned to contain up to 85 Detached Condominiums (“**Community**”). Because community living relies on the mutual cooperation of all to be successful, Sella Homeowners Association (“**Association**”) created these design guidelines (“**Design Guidelines**”). The goal of these Design Guidelines is to maintain the aesthetic beauty of the Community.

Prior to making any Improvements to your Unit or Residence, you must submit a complete application for design approval to the Design Review Committee. After receiving written approval from the Board (or Design Review Committee, if formed) and complying with applicable requirements of the County of Los Angeles (“**County**”) and other Governmental Entities, you may install your Improvements or undertake your approved action. Please review these Design Guidelines prior to completing your application form to ensure your submittal is complete.

These Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Sella (“**Declaration**”) and the Bylaws of Sella Homeowners Association (“**Bylaws**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Design Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Design Guidelines and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

It is recommended that you refer to Article 8 of the Declaration in conjunction with these Design Guidelines to ensure a complete understanding of the submittal and review process to the Association. If you have questions regarding the review process, please contact your Management Company.

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

If any of the provisions of these Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. **Mandatory Landscaping.** Within three (3) months from the Close of Escrow for the original purchase of the Lot, each Owner is required to submit a complete application for the unimproved yard areas of the Owner’s Lot where landscaping has not been installed by the Declarant. Each Owner shall, within six (6) months after the close of escrow for the original sale of the Lot to the Owner from Declarant (i.e., the date of recordation of the grant deed conveying the Lot from the Declarant to the Owner), install the landscaping in the yard areas of the Owner’s Lot where landscaping has not been installed by Declarant, if applicable, or which is not the maintenance responsibility of the Association. All plans for the installation of improvements must be prepared and submitted to the Design for review and approval prior to installation. All landscaping and other Improvements shall comply with the provisions of these Design Guidelines and with any applicable City requirements. Except for any landscaping and irrigation systems maintained by the Association (as depicted in in the Association’s CC&Rs), Owners shall maintain all landscaping (and related irrigation system) and any hardscape Improvements installed in their yard in a neat, clean, safe, sanitary healthy and attractive condition at all times. Proposed Improvement Plans must be clear, complete and prepared in accordance with applicable building codes and these Design Guidelines.

The builder elected to install the front yards in phases 1, 4, 5 and 8 which are facing the exterior of community. Owners of these lots are not required to improve these front yards however, if desired to modify the front yards, the submittal and approval process must be followed. Model homes are not subject to the front and rear yard mandatory landscaping as those lots were improved by the Builder.

3. **Purpose; Application.** These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board (or, if formed, the Design Review Committee) has the power to review and approve all Improvements upon or around any Residence

or Unit. The Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

4. **Design Review Committee.** If formed, the Design Review Committee will consist of 3 members. Additionally, 1 alternate member may be designated by the Board to act as a substitute on the Design Review Committee in the event of absence or disability of any member. **If no Design Review Committee is formed by the Board of Directors, then the Board will conduct all design review. There will be references throughout this document to the Design Review Committee. If no Design Review Committee is formed, then such references will be deemed to refer to the Board.**

5. **Design Review Approval.**

5.1 **Submittal of Application.** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Unit, you must first submit an application to the Design Review Committee for approval of such work. Unless specifically exempted under these Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement unless the particular Improvement is exempt from design review by the Declaration or these Design Guidelines.

5.2 **Improvements Not Requiring Approval (Exempt Improvements).** Certain design elements within the Community generally do not require design review. However, if the Design Review Committee determines that a proposed Improvement exceeds the scope of the relevant exemption, the Design Review Committee may require an application for approval of the Improvement to be submitted. These elements include:

- (a) U.S. flag and decorative flags, subject to the discretion of the Design Review Committee as described above;
- (b) Window coverings including draperies, blinds, shades, interior shutters, etc.;
- (c) Any Improvements installed by Declarant;
- (d) Painting of exterior, if repainted the same color as the original color;
- (e) Potted plants in decorative pots;
- (f) Patio furniture in good condition\*\*; and
- (g) Seasonal flower planting.

\*\* All furniture placed on any balcony, patio or deck must be furniture that is intended for outdoor use.

5.3 **Pre-Approved Improvements.** Certain design Improvements may be made to an Owner's property without obtaining prior written approval from the Design Review Committee. ***However, an application must be filed with the Association notifying the Association of your intent to install "Pre-approved" Improvements prior to the commencement of ANY work.*** Owners must ensure that all "Pre-Approved" Improvements conform to the guidelines listed for the Improvement type as detailed in these Design Guidelines prior to commencement of work. The following is a list of "Pre-Approved" Improvements:

- (a) Replacing garage doors to match the original door installed by the Declarant. Garage door must match the original color;

(b) Disappearing or invisible screen doors that match the existing trim of the Residence; and

(c) Playground equipment in the rear yard that does not extend above the fence line of the rear or side yards.

**5.4 Improvements Requiring Minor Review.** Other design elements will require Minor Review by the Design Review Committee. As noted above, if the Design Review Committee determines that a proposed Improvement exceeds the scope of a Minor Review, the Design Review Committee may require that an application be submitted for a Full Review. All Minor Review elements are still subject to all design standards and guidelines. "Minor Review" elements include:

(a) Painting of exterior, if repainted with a color different from the original color;

(b) Playground equipment in the rear yard that extends above the fence line in the rear or the side yards;

(c) Post-mounted lighting fixtures exceeding fence height; and

(d) Gutters and downspouts to match or blend with the existing trim of the Residence and/or other structure.

**5.5 Improvements Requiring Full Review.** All other modifications to the exterior of the Residence or to the Unit, including without limitation installation of landscaping and modifications to the Residence, will require Full Review from the Design Review Committee. "Full Review" Improvements include:

(a) Any new or modification to existing landscaping and hardscaping, excluding seasonal flowers plantings;

(b) All changes to existing and newly proposed walls and fences;

(c) Any improvement that encroaches upon or is placed upon slopes;

(d) Built-in barbecues, fire pits and fire rings;

(e) Pools, spas, ponds, fountains or any type of water feature;

(f) Patio covers and shade structures; and

(g) Solar panels.

**5.6 Failure to Obtain Approval.** Failure to obtain approval by the Design Review Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the County building department, or other Governmental Entities prior to the commencement of any work. Neither the Board, nor the Design Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Design Review Committee.

**6. Plans and Specifications.** The submittal requirements are divided into four parts, as set forth under Section 5.1 below. The first part lists the submittal requirements for all Improvements, which must be included with all submittal requests for "Full Review" Improvements, in addition to submittal requests for "Minor Review" Improvements, other than exterior painting and gutters and downspouts, which do not require a Plot Plan. The second part lists the submittal requirements for landscape Improvements (e.g.,

plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior Improvements (e.g., trellis, gazebo, sunshade, balcony, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural Improvements to Residences (e.g., room additions or conversions).

If you are applying for Improvements involving items related to more than one part of the items set forth in Section 5.1, you must include all of the items for all of the parts of the applicable requirements related to the Improvements for which you are seeking design approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for each of the Plot Plan, Landscape Improvements and Exterior Improvements, as set forth in Section 5.1.1, Section 5.1.2 and Section 5.1.3, respectively.

**6.1 Minimum Submittal Requirements.** Each type of drawing submitted for an Improvement must include the minimum amount of information listed below, as applicable:

**6.1.1 Plot Plan**

- (a) Must be drawn to scale (1/8"=1'0") or clear dimensions defined.
- (b) Show Unit lines accurately as to length, angles and amount of curve.
- (c) Show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements and top or toe of slopes.
- (d) Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes as well as the heights above existing grade for same.
- (e) When proposed Improvements involve changing existing grades by more than 1 foot or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. The Design Review Committee has the right, but not the obligation, to require drawings prepared by a registered civil engineer or licensed landscape architect showing the proposed Improvements changing existing drainage.

**6.1.2 Landscape Plan.**

- (a) Show proposed walkways and other hardscape (type, color and material), planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).
- (b) Show proposed fences and walls. Drawings must note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.
- (c) Pool and spa plans must include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

**6.1.3 Exterior Improvements.**

- (a) Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed Improvement is attached to the existing Residence, show the existing elevation in relation to the proposed Improvement.
- (b) Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.

(c) If the proposed finish materials or colors are different than those of the existing structure, sample of all proposed elements must be included clearly depicting the materials and/or colors that are different.

#### **6.1.4 Structural Changes to Residences.**

##### **(a) Floor Plans**

(1) Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.

(2) Show dimensions of proposed work and related existing work; indicate relationship.

(3) Delineate all parts of the exterior that cannot be shown on elevation drawings.

(4) Identify square footage of proposed work and existing work.

##### **(b) Roof Plans**

(1) Show all existing and proposed roof surfaces. Note pitches and overhangs.

(2) Call out existing and proposed roof materials and colors.

##### **(c) Mechanical and Solar Energy Plans**

(1) Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the Design Review Committee and the County of Los Angeles. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

#### **6.2 Design Review Submissions.**

Return Electronic plans and forms to:

Sella Homeowners Association  
c/o Seabreeze Management Company  
Phone: 800-232-7517  
Email: [CustomerCare@Seabreezemgmt.com](mailto:CustomerCare@Seabreezemgmt.com)

### **7. Design Review Process and Procedures.**

**7.1 Application for Approval.** All applications for any Improvements requiring approval by the Design Review Committee must be submitted in writing on the Design Review Request Form attached to these Design Guidelines and incorporated herein ("**Design Review Request Form**"), together with the items described below ("**Submittal Package**").

**7.2 Delivery of Submittal Package.** The Submittal Package and any resubmittals must be delivered Electronically, and also may be delivered in a manner where receipt for delivery can be obtained.

This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

**7.3 Submittal Package.** In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include electronic sets of each of the following:

- (a) Design Review Request Form;
- (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications;
- (c) Description of materials and colors with material samples;
- (d) A proposed construction schedule (including proposed start and completion dates);
- (e) Certificates of insurance (including contractors exclusions and proof of valid workers' compensation insurance);
- (f) Permits and licenses, if applicable;
- (g) Names, addresses and phone numbers of all contractors and subcontractors who will work in the Community; and
- (h) Submittal Package Review Fee as set forth in **Section 6.4.1** below. Checks should be made payable to Sella Homeowners Association.

**NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.**

#### **7.4 Submittal Package Review Fees**

**7.4.1 Submittal Fees.** The submittal fee for reviews by the Design Review Committee is set forth in the table attached to these Design Guidelines. The submittal fee should be made payable to the Association and will be required for reviews, as set forth in the attached table.

**7.4.2 Outside Consultant Fee.** The Design Review Committee may require an Owner to pay any fees, costs or expenses related to the review and approval of the Owner's Plans and Specifications by an outside consultant.

**7.4.3 Additional Fees.** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you must submit the additional fee(s) within 10 days of the request.

**7.4.4 Deposit.** The Association may elect to have an Owner deposit with the Association cash in the amount set forth below to pay for the cost to repair any damage to Association Property or Association Maintenance Areas caused by the Owner's work. If the Association determines after the completion of the improvements that no damage was done to Association Property or Association Maintenance Areas, the deposit will be returned to the Owner.

#### **7.5 Review of Application.**

**7.5.1 By Management Company.** The Management Company shall, on behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the applicable fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete 10 days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

**7.5.2 By Design Review Committee.** The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 45 days from the date of receipt of the Submittal Package along with 1 set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 45 day period, then the Owner shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration and are in harmony with similar structures erected within the Community. Such approval does not negate the need for any jurisdictional permits or requirements.

**7.5.3 Resubmittal.** If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Design Review Committee will attempt to review the re-submitted application within the initial 45 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 45 days may be required to complete the Design Review Committee's review.

**7.5.4 Design Review Committee Decisions.** The decision of the Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with Applicable Laws including, without limitation, Civil Code Section 4765. 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 if the Design Review Committee and not the Board disapproved the application.

**7.6 Review by the County.** Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the County if the proposed Improvements require the issuance of a building permit or other County required approval. In the event of a discrepancy between this document and County requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by Governmental Entities. In the event that the County requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the County. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the County.

**7.7 Improvement Plans.** Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Board to make an informed decision on the Owner's request for approval.

**7.8 Diligence in Construction.** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

**8. General Conditions.** Approval by the Design Review Committee does not constitute a waiver of any requirements of any Governmental Entity. Design review approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules, each Owner shall also comply with the following restrictions and guidelines.

**8.1 Building Permits.** Building permits may be required for certain Improvements or changes. The applicant shall obtain Design Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the County.

**8.2 Damage to Association Property or Association Maintenance Areas.** An Owner shall be responsible for any damage to the Association Property or Association Maintenance Areas caused by an Owner or such Owner's Invitees, including without limitation any person or entity performing work on the Owner's Improvements, or any other persons deriving their right to use or access the Association Property or Association Maintenance Areas from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.

**8.3 Effect of Approval.** Approval of plans is not authorization to proceed with Improvements on any property other than the Unit owned by the applicant.

**8.4 Building Code Requirements.** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.

**9. Requirements for Contractors, Subcontractors and any Other Workers.**

**9.1 Insurance and Contractors License.** Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Residence, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit, if required, before work may commence.

**9.2 Owner Responsibility.** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Design Guidelines, the Rules and the Declaration

**9.3 Damage.** Any damage caused by contractors or sub-contractors to any Association Property, Association Maintenance Areas, Residence or Unit is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association in accordance with the Declaration.

**9.4 Working Hours.** Working hours for any Improvements are limited to such hours as are permitted by the County. Workers may access the Community thirty minutes before the applicable "Working

Hours,” but may not make any disruptive noise until “Working Hours” begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the “Working Hours” limitation.

**9.5 Parking of Vehicles.** Contractors must park vehicles in accordance with the Rules and any other requirements established by the Association.

**9.6 Conduct by Workers.** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property or Association Maintenance Areas.

**9.7 Stopping Work.** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities on Association Property or Association Maintenance Areas.

**9.8 Equipment.** Workers are prohibited from leaving their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

**9.9 Construction Materials.** All construction materials must be stored within an Owner's Unit. Any construction materials that are delivered and deposited on the Private Streets must be relocated to the Owner's Unit. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Association Property affected by the applicant's construction activities, including any Private Streets and walkways, in a clean and attractive condition. The Board has the right to levy Compliance Assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Declaration and the Bylaws.

**9.10 Construction Equipment.** The Owner who is making Improvements shall be responsible for ensuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets unless they do not fit in the garage and/or on the driveway. Any damage to the Private Streets, curbs, landscaped areas, fences, walls or other Association Property or Association Maintenance Area improvement shall be repaired at the Owner's expense. If such expenses are not promptly repaid by the Owner's to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement.

**9.11 Violation of Rules.** The Board has the right to levy against the Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the rules and regulations set forth herein and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owner's agents or contractors was allegedly responsible, as set forth in the Declaration and the Rules.

**10. Failure to Comply with Required Procedures.** If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Rules and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with

the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The cost of correcting the violation plus attorneys' fees and costs incurred by the Association shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

**11. Approved with Conditions.** A copy of the executed request form and an approval report or a copy of the plans signed by the Design Review Committee will be returned to the applicant. The plans will contain Design Review Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

**12. Reconsideration of Disapproval by the Design Review Committee.** If a Design Review Committee is appointed and it disapproves any application or disapproves any design review request, the Owner making such design review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Design Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Design Review Committee.

**13. Inspection and Correction Of Work.**

**13.1 Right of Inspection During Course of Construction.** The Design Review Committee or its duly authorized representative may enter onto any Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, the contractor's guidelines or applicable governmental rules and regulations, work may be stopped by the Design Review Committee and/or the County until the work complies with the applicable standards. Copies of inspection sign-off(s) by the County shall be provided to the Management Company and/or the Design Review Committee within 48 hours of the request for entry.

**13.2 Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion to the Design Review Committee using the Notice of Completion form attached to these Design Guidelines and incorporated herein.

**13.3 Inspection.** Within 30 days of its receipt of the Notice of Completion, the Design Review Committee, or its duly authorized representative, shall have the right to enter into the Unit, as provided in Section 8.4.3 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within 30 days after the inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

**13.4 Non-Compliance.** If the Owner fails to remedy such non-compliance within 30 days from the date of such notification, the Board, after affording such Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its

discretion, may grant, the Association, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith, including attorneys' fees and costs, upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement.

**13.5 Review Oversight.** Any design review approval involving an oversight of the Declaration or design review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

**14. Variance Process.** The Board may authorize variances from compliance with any of the design provisions set forth herein, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least 2 members of the Board and approved at a duly called regular meeting of the Association and shall become effective upon execution. If such variances are granted, no violation of the requirements set forth herein or in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions set forth herein for any purpose except as to the particular Unit and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, without limitation, zoning ordinances and Unit setback lines or requirements imposed by the County or any other governmental authority.

**15. Design Standards.** The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Rules and the other Governing Documents.

**15.1 Landscape Standards.**

**15.1.1** Plans for side and rear yard landscaping must be submitted at the same time for initial landscaping review.

**15.1.2** Plants must not encroach on walkways or Private Streets. Handicap access features at sidewalks and driveways shall not be modified or removed.

**15.1.3** Irrigation lines must be subterranean unless they are "drip" systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).

**15.1.4** Appropriate drainage shall be installed so as to be directed to the street, and to prevent run-off onto adjacent or common area properties. There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.

**15.1.5** Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Irrigation controllers shall be set to apply the correct amount of irrigation and avoid runoff to adjacent Units.

**15.1.6** Applications for landscape must include:

(a) Listing of plant material and size, including height of trees at maturity. Trees should be kept at least 5 feet from property lines and have non-invasive and non-surface root systems.

(b) Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).

(c) Non-retaining planters and walls shall not exceed 2 feet in height.

(d) Hardscape, such as concrete walkways, pavers and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified. Earth tone, neutral colors are required. No vivid colors are allowed.

(e) Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified. All water shall be directed away from the Residence.

## **15.2 Drainage.**

**15.2.1** There shall be no interference with the established drainage patterns, level, or grade over any Unit, Association Maintenance Areas or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Design Review Committee.

**15.2.2** Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Unit could cause major problems and result in imminent danger to person(s) or property of other residences.

**15.2.3** If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

## **15.3 Fences and Walls.**

**15.3.1** Fence style, materials, and finished color must be compatible with the Community.

**15.3.2** Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.

**15.3.3** Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street or Private Street, sidewalk, walkway or neighboring Unit.

**15.3.4** Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.

**15.3.5** Stepped fencing is permissible where the grade slopes.

**15.3.6** Fences are required to surround pool and spa areas. Minimum height requirements are established by government codes.

**15.3.7** Specific fence requirements.

(a) Wrought Iron/Tubular Steel:

(i) Must have a finish consistent with the Declarant's installation.

(ii) Metal mesh may be applied to the interior side of a fence to restrain small pets and children provided it is painted to match the fence color.

- (b) Solid Wood Fence – Privacy fence:
  - (i) Maximum height is 6 feet.
  - (ii) Must be painted to match the house trim or stained in an acceptable color.
  - (iii) Consideration should be given to shadowing of adjacent property when utilizing a solid fence.
- (c) Acceptable material for fencing and walls:
  - (i) Wood
  - (ii) Wrought Iron/Tubular Steel
  - (iii) Masonry or stucco if materials conform to the quality, color and character of masonry or stucco used elsewhere in the respective neighborhoods
  - (iv) The above acceptable materials are not all-inclusive.
- (d) Unacceptable fencing materials:
  - (i) Aluminum or sheet metal
  - (ii) Chicken wire or wire mesh
  - (iii) Galvanized or plastic chain link
  - (iv) Plastic webbing, reed or straw-like materials and bamboo
  - (v) Corrugated or flat plastic or fiberglass sheets or panels
  - (vi) Rope or other fibrous strand elements
  - (vii) Miniature type fencing
  - (viii) The above unacceptable materials are not all-inclusive.
- (e) Under no circumstances shall any owner remove or alter in any way walls and fences that have been erected by the Declarant without the prior written consent of the Design Review Committee.
- (f) At no time shall an owner attach to, affix, or hang any item on or over any such fences or walls without Design Review Committee approval.

#### **15.4 Decks, Patio Structures, Sun Shades and Gazebos.**

**15.4.1** Materials shall be harmonious with applicant's house.

**15.4.2** In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.

**15.4.3** Adequate drainage must be installed to prevent standing water and run-off onto adjacent properties. Drainage must be directed to the street.

**15.4.4** Wooden decks and patio covers are to be stained and/or sealed to preserve natural color or painted to match existing trim.

**15.4.5** Railings are acceptable.

**15.4.6** Application for a patio or deck must include the following information:

- (a) Site plans indicating location of patio or deck in relation to existing house.
- (b) Listing of materials colors and finishes.
- (c) Drainage provisions and flow or run-off
- (d) Dimensions
- (e) Elevation drawings

**15.4.7** Patio covers should not exceed 10 feet in height for a flat type structure, 12 feet in height for a sloped pitched structure.

**15.4.8** Solid patio covers may be approved provided they are roofed with similar or complimentary materials to those present on the existing roof.

**15.4.9** Metal patio covers must look like a wood product (Alumawood type) or match other metal roof material, if any, used by the original homebuilder, and must be approved by the Design Review Committee.

**15.4.10** Patio covers may be freestanding or attached to an existing structure.

**15.4.11** Unacceptable construction materials for structures in this section shall include the following:

- (a) Corrugated plastic
- (b) Corrugated fiberglass
- (c) Plastic webbing, split bamboo, reed or straw-like materials
- (d) Asphalt
- (e) Metal support posts for patio covers.
- (f) The above unacceptable materials are not all inclusive.

**15.4.12** Application for patio covers must include:

- (a) Location of cover in relation to house and all property boundaries
- (b) Materials and color
- (c) Dimensions
- (d) Elevation drawings

## **15.5 Exterior Fires, Fireplaces and Barbecues.**

**15.5.1** Exterior fire pits, barbecues and fireplaces shall be limited to gas burning type with an electronic starter.

**15.5.2** Fireplace chimneys shall not exceed minimum building codes and zoning codes, or 8 feet in height above original pad grade, whichever is less and shall meet County setback requirements.

**15.5.3** If the fireplace (including the spark arrestor) extends above the adjacent wall or fence line, a setback equal or greater than the height of the fireplace is required and the structure shall be adequately screened from view by other Units. Depending on the Unit configuration in relation to neighboring Units, the setback can be lowered provided that the screening materials can be installed and appropriately maintained in the space. The minimum setback for barbecues, fireplaces and fire pits is 5 feet or the County required setback standards, whichever is greater.

**15.5.4** The structures shall be screened with landscaping.

**15.5.5** The fireplace must match the architectural style of the Residence.

**15.5.6** The back of the fireplace structure must match the Residence.

**15.5.7** Owner shall obtain any permits required by the County for any fire pits, barbecues and fireplaces.

**15.5.8** Barbecue Islands and Outdoor Kitchens.

(a) Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum setback of 5 feet between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence.

(b) If the structure is visible above the wall or fence line, it shall be screened with landscaping.

(c) Owner shall obtain any permits required by the County for any barbecue islands and outdoor kitchens and fire pits.

**15.5.9** No fire pits, barbecues, fireplaces, barbecue islands, permanent barbecue structures or outdoor kitchens shall be located in the front yard of a Unit.

## **15.6 Pools and Spas.**

**15.6.1** All accessory equipment shall be located, screened, or recessed in such a manner so as not be visible from any Unit or street.

**15.6.2** All equipment installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb residents of other Units. The Design Review Committee shall have the right, but not the obligation, to require any Owner to repair or restore any installation to quiet operation or restrict its use or operation if in the reasonable opinion of the Design Review Committee continued use or operation disturbs residents of other Units.

**15.6.3** Pools shall be designed by a licensed engineer and licensed geotechnical consultant in compliance with all applicable codes of the County.

## **15.7 Fountains.**

**15.7.1** Fountains that are consistent with the overall Community theme should be considered as an accent feature to the main Residence. Where those elements are visible from the street

and/or Association Property, their size and scale should be consistent with other proposed hardscape elements. Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent privacy walls and fences and should be softened with plant materials.

**15.7.2** The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.

**15.7.3** The color of fountains should complement the primary residential structure. Bright colors and reflective surfaces are not permitted

**15.7.4** The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the Design Review Committee.

**15.7.5** Fountains located in the rear yard shall not exceed the adjacent fence or wall height, must not block a view and must be set back a minimum of 5 feet from the back of the sidewalk and/or side property lines. Fountains located in the front yard shall not exceed 2 feet in height and must be set back a minimum of 3 feet from the back of the sidewalk and/or side property lines. Fountains are more appropriately located close to the primary residence and are not permitted to be placed in a location where they detract from the overall appearance of the street.

**15.8 Ponds.** Applications for proposed decorative ponds must be submitted with the location, dimensions, and a picture or diagram including the intended appearance, material and color. A piping diagram of the re-circulation system and drainage method must be included. Ponds shall not be constructed on a property line or attached to any common wall or fence.

**15.9 Playground Equipment.** Design and location of all proposed playground equipment that extends above the fence line of the rear or side yards must be reviewed and approved by the Design Review Committee.

**15.10 Building Materials.** Building materials for reconstruction or any additional new construction shall be equal to or better than the type originally installed by Declarant, or similar or comparable building materials.

**15.11 Painting (Exterior).** Exterior repainting of any Residence will be subject to review and approval by the Design Review Committee if you intend to repaint the exterior with a color different from the original color. Samples of the proposed color(s) must be provided to the Design Review Committee.

**15.12 Antenna and Satellite Dish.** These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 8 of the Declaration; however, the Design Review Committee has the right to ensure that any Covered Antenna installed by an Owner is installed in accordance with the following guidelines.

**15.12.1 Definitions.**

(a) **“Antenna”** means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) **“Covered Antenna”** means an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

**15.12.2 Antenna Size and Type.** Owners may install the following Covered Antennas in accordance with the design review process set forth in the Declaration and these Design Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

(c) Antennas designed to receive television broadcast signals, regardless of size.

### **15.12.3 Location.**

(a) Covered Antennas shall not encroach upon, or overhang into, any Association Property, Association Maintenance Areas or any other Unit.

(b) Covered Antennas shall be located in a place shielded from view from other Residences, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

(c) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

### **15.12.4 Installation and Removal.**

(a) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

(b) Installation is only allowed on Owners' Residence.

(c) Covered Antenna Camouflaging.

(1) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(2) Covered Antennas installed on the ground and visible from the street or other Owners' Residences must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(3) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

**15.12.5 Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

(a) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, County and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

(c) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Residence, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and Management Company personnel.

(d) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

(e) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

### **15.13 Flags and Flag Poles.**

**15.13.1 Submittal Requirements.** Flags of the United States and noncommercial flags that are not more than 15 square feet in size need not be submitted for Design Review Committee approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

#### **15.13.2 Guidelines.**

(a) Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window within a Unit.

(b) Owners may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.

(c) Owners may display noncommercial flags or banners made of paper, cardboard, cloth, plastic, or fabric and displayed from the yard, window, door, balcony, or outside wall of a Unit, provided that noncommercial flags or banners that are more than 15 square feet in size must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

(d) Owners may not display a noncommercial flag or banner 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.

(e) All other flags must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

#### **15.14 Window Coverings and Treatments.**

**15.14.1** Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

**15.14.2** Exterior wrought iron or metal bars are prohibited.

**15.14.3** Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

#### **15.15 Signs.**

**15.15.1 Submittal Requirements.** Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

##### **15.15.2 Guidelines.**

(a) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.

(b) Signs shall not be attached to the walls or fences of any porch, deck or patio area.

(c) 1 sign advertising the Residence for sale or lease must not be larger than 18 inches by 30 inches in size. "SOLD" signs may not be displayed for more than 30 days after the close of escrow of the home.

(d) Security signs shall be no larger than 12 inches x 12 inches (1 foot square). A maximum of one sign shall be permitted in the entry way area.

#### **15.16 Solar Energy Systems.**

**15.16.1 Submittal Requirements.** Plans for solar energy equipment must be submitted to the Design Review Committee for approval. Plans shall include location of panels on roof.

##### **15.16.2 Guidelines.**

(a) Solar collectors are to be placed flush with and in the same plane as the roof slope.

(b) Solar collectors should be hidden from view when possible.

(c) Solar collectors must be non-reflective in nature.

**15.16.3 Liability.** Neither the Design Review Committee nor the Board shall be liable to the Owner of a solar energy system for any approval or disapproval by the Design Review Committee or Board of any application for the installation of particular trees or shrubs on a Unit adjacent to a solar energy

system. The Design Review Committee and the Board shall not be responsible for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of the planting of any tree or shrub on another Unit that blocks, interferes with, adversely impacts, damages, or otherwise renders a solar energy system less efficient than if the tree or shrub had not been approved by the Board or Design Review Committee. Owners who plant trees or shrubs on their Units that are adjacent to a residence with a solar energy system shall be responsible for compliance with Solar Shade Control Act (California Public Resources Code Section 25982).

**ATTACHMENTS**

Submittal Fee Table

Design Review Request Form with Neighbor Notification Form

Notice of Completion

Satellite Dish and Antenna Policy and Acknowledgment Form

**SELLA HOMEOWNERS ASSOCIATION  
DESIGN REVIEW FEES**

<b><u>Action</u></b>	<b><u>Fee</u></b>
3 <sup>rd</sup> Party Architectural Review Fee (any improvement)	\$250.00
Application processing fee (applied for design applications after the initial yard installation)	\$100.00

Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, Owner will be notified by the Management Company and Owner must submit the additional fee(s) within 10 days of the request.

# SELLA DESIGN REVIEW REQUEST FORM

**Return Electronic plans and forms to:**

Sella Homeowners Association  
c/o Seabreeze Management Company  
Phone: 800-232-7517  
Email: [Josiah.Schmidt@Seabreezemgmt.com](mailto:Josiah.Schmidt@Seabreezemgmt.com)

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

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

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

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

**SUBMITTAL CHECK LIST:** (Please include electronic sets of the following)

- Design Review Request Form (**one copy electronically, one hard copy mailed with check**)
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Completed Neighbor Notification Form (see attached page)
- Permits and licenses, if applicable
- Submittal fees, as referenced in the fee table attached to the Design Guidelines. (**mail with Form**)

Start \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / Finish \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / Floorplan: \_\_\_\_\_

PROPOSED DESIGN IMPROVEMENT(S)

**I/we understand that the proposed improvements may require a permit from the County building department or other Governmental Entities and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.**

**I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Design Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.**

**I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Design Guidelines.**

Signature: \_\_\_\_\_

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


Signature: \_\_\_\_\_

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

---


Do not write below this line (For Board/Design Review Committee use only)

**SELLA  
NEIGHBOR NOTIFICATION FORM**




Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Left rear neighbor**



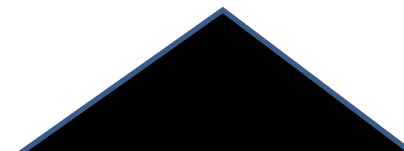
Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Rear neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Right rear neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Left adjacent neighbor**

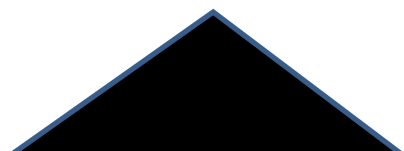


**YOUR HOUSE**  
Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_



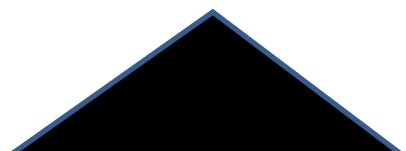
Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Right adjacent neighbor**



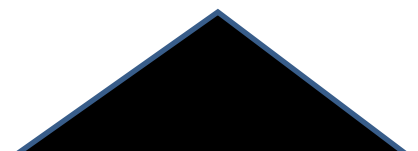
Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Left front neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Front neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Right front neighbor**

**If neighbor is not impacted by improvements, meaning no part of the improvements will be visible to them, then write “Not Impacted” in that neighbor’s signature line**  
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

**SELLA  
NOTICE OF COMPLETION**

Return Electronically to: Sella Homeowners Association  
c/o Seabreeze Management Company  
Email: [Josiah.Schmidt@Seabreezemgmt.com](mailto:Josiah.Schmidt@Seabreezemgmt.com)

Notice is hereby given that: \_\_\_\_\_, the undersigned  
is the Owner(s) of the property located at:

Address \_\_\_\_\_ Lot #: \_\_\_\_\_

The work of Improvement described as \_\_\_\_\_  
was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with  
the Board's/Design Review Committee's written approval of the above Owner's plans and submitted  
package.

Signature of Owner: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

***Email Required Photos to Management Company together with this completed form.***

---

**THIS SECTION FOR BOARD/DESIGN REVIEW COMMITTEE USE ONLY**

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

Date Inspection Performed: \_\_\_\_\_

Work completed in accordance with approved plans;

File closed date: \_\_\_\_\_

Work not in compliance with approved plans;

See comments and/or corrections as noted below: \_\_\_\_\_

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

\_\_\_\_\_  
Board/Design Review Committee

\_\_\_\_\_  
Date

# SELLA SATELLITE DISH AND ANTENNA POLICY AND ACKNOWLEDGMENT FORM

**Return Electronically to:**

Sella Homeowners Association  
c/o Seabreeze Management Company  
Email: [Josiah.Schmidt@Seabreezemgmt.com](mailto:Josiah.Schmidt@Seabreezemgmt.com)

1. **Installation within the Unit.**

**1.1 Dishes.** Consistent with the Governing Documents, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed within the Unit so long as such antennae and satellite dishes are (a) 39.4 inches (1 meter) or less in diameter, (b) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (c) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive and won't unreasonably interfere with the signal quality.

**1.2 Broadcast Antennae.** Antennae designed to receive television broadcast signals may be installed within a Unit so long as (a) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (b) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (c) the antenna is installed in the least visually obtrusive portion of an Owner's Unit where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

**1.3 No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its Lessee to install a satellite dish or antenna, this Satellite Policy form must be completed by the Owner of the leased Unit and such Owner will be responsible for ensuring its Lessee complies with all the requirements of this Satellite Policy.

**1.4 Notification.** After installing an antenna or satellite dish pursuant to **Section 1.1** or **1.2** above, the Owner must complete and submit a Notification form to the Association. The Association may inspect the antenna or satellite dish to determine compliance with the above requirements.

2. **Association Property.** Owners are not permitted to install satellite dishes or antennae in any portion of the Association Property or in the Association Maintenance Areas.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation will fulfill all the requirements. This form must be submitted to the Association at least 7 business days prior to installation of a satellite dish or antenna.

Owner:

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Type/Model of Satellite dish or antenna: \_\_\_\_\_

Diameter of satellite dish: \_\_\_\_\_

Satellite dish or antenna location: \_\_\_\_\_

Is a sketch of the proposed location relative to building attached?  Yes  No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?  Yes  No

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

Date of installation: \_\_\_\_\_

UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL OR MAIL THIS FORM TO THE MANAGEMENT COMPANY.