Bloom at Edenglen Neighborhood Association

COMMUNITY HANDBOOK
Rules and Regulations

Adopted May 12, 2025

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A. AUTHORITY TO ADOPT RULES.

The Board of Directors of the Bloom at Edenglen Neighborhood Association is empowered to adopt and enforce Rules and Regulations (these "Neighborhood Rules and Regulations") in accordance with Articles IV, Section 4.2.8 of the Neighborhood Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Bloom at Edenglen (the "Neighborhood Declaration").

B. RELATIONSHIP BETWEEN ASSOCIATIONS, DECLARATIONS AND RULES.

The Bloom at Edenglen Neighborhood Association is a California nonprofit mutual benefit corporation (the "Neighborhood Association") whose Membership consists of Owners of Condominiums within the one or more Neighborhoods that compose the Project. The Neighborhood Association has been formed for the purpose of operating and maintaining the Neighborhood Property within those Neighborhoods of the Project.

In addition, being subject to the Neighborhood Declaration, the Owners of Condominiums in the Neighborhood(s) are also subject to the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Edenglen Community Association (the "Master Declaration"). The Master Declaration establishes Edenglen Community Association a California nonprofit public benefit corporation (the "Master Corporation") and the Master Corporation is similarly empowered to adopt and enforce Rules and Regulations in accordance with provisions of the Master Declaration (the "Master Rules and Regulations"). The Master Rules and Regulations are also binding upon the Owners of Condominiums and the Neighborhood Property subject to the Neighborhood Declaration.

A further purpose of the Neighborhood Association is to maintain the neighborhood Property in a manner that is attractive and available for the enjoyment of all Owners of Condominiums. In order to protect and preserve the benefits enjoyed by the Owners and residents of the Project in their use of the Neighborhood Property and the Condominium Units, certain conditions and use restrictions are placed on all residents through the Neighborhood Declaration.

These Neighborhood Rules and Regulations supplement the Neighborhood Declaration as amended from time to time, and they do not cover every aspect of the conditions and use restrictions of the Neighborhood Declaration. Please be sure to read the Neighborhood Declaration carefully. For example, Article II contains important use restrictions. In the event of a conflict between the provisions of the Neighborhood Declaration and these Neighborhood Rules and Regulations, the provisions of the Neighborhood Declaration will control. In the event of a conflict between the provisions of the Master Rules and Regulations and these Neighborhood Rules and Regulations, these Neighborhood Rules and Regulations will control only to the extent that conflicting provisions in these Neighborhood Rules and Regulations are additional or more restrictive Rules and Regulations that apply only to the Owners of Condominiums and to the Neighborhood Property subject to the Neighborhood Declaration. In all other circumstances of conflicting provisions, the Master Rules and Regulations will control. Any Owner who does not comply with these Neighborhood Rules and Regulations may be subject to an action to enforce these Rules and Regulation by the Neighborhood Association in accordance with the Violation Enforcement Policy. Unless otherwise defined, the capitalized words and phrases in these Neighborhood Rules and Regulations shall have the same meanings given them in the Neighborhood Declaration.

C. **NEIGHBORHOOD PROPERTY RULES**.

1. Use of the Neighborhood Property shall be subject to the provisions of the Neighborhood Declaration and these Neighborhood Rules and Regulations, and to any limitations imposed by any other Neighborhood Governing Documents.

2. Each Owner shall be liable to the Neighborhood Association, pursuant to the laws of the State of
California, for any and all costs and expenses which may be incurred by the Neighborhood Association to repair any damage to the Neighborhood Property which may be sustained by reason of the negligence or willful misconduct of said Owner, or the Owner's Family, lessees, tenants, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Special Assessment against such Owner in accordance with the provisions of the Neighborhood Declaration.

3. No Person shall install any outdoor Improvements on a Unit or the Neighborhood Property without the prior written approval of the Neighborhood Design Review Committee obtained in accordance with Article V and these Neighborhood Rules and Regulations. (See also Section 2.15 of the Neighborhood Declaration.)

4. No Person may install outdoors within the Exclusive Use Area porch, patio or deck, and within sight of the Neighborhood Property, Master Common Property or other Condominiums, any clotheslines, patio cover, wiring, air conditioning equipment, heating units, water softeners, other similar Improvements, or exterior additions or alterations to any Condominium Building. Outdoor patio or lounge furniture and plants may be kept in Exclusive Use Area porches, patios and decks in accordance with the Neighborhood Rules and Regulations.

INTRODUCTION

Welcome to Bloom at Edenglen Neighborhood Association!

Bloom at Edenglen Neighborhood Association ("Association") is a residential condominium community that if completed as planned will consist of 108 attached Condominium Units ("Units"). The Association's Board of Directors ("Board") has adopted this Community Handbook, which includes rules, regulations, guidelines, policies, and procedures (collectively "Rules") that are intended to help foster a harmonious and enjoyable environment for all Residents. Compliance with all of the Association's Governing Documents, including this Community Handbook, assists in ensuring that the structures and grounds of the Association remain in good condition, which helps preserve property values for all Owners. Common sense and consideration for others are key to its success. General rules of good conduct should always be observed. The Association, which exists to operate, manage, and maintain the Project for the benefit of the Owners and Occupants, assists Owners with these goals.

The Association is governed by the Board, which 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. The Board has the discretion to revise this Community Handbook and Members will be notified. Any Owner who would like to contribute suggestions for the Community Handbook should submit them to the Association's Manager for the Board's consideration.

As set forth below in the Architectural Design Guidelines in this Community Handbook as well as in the Association's Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for Bloom at Edenglen Neighborhood Association ("CC&Rs"), an Owner who would like to make any exterior or certain interior modifications to their Condominium Unit must first obtain prior written approval from the Association before beginning any such work. The Architectural Design Guidelines also detail when an Owner is required to submit an application to the Architectural Committee.

The Rules established in this Community Handbook are subject to the Association's other Governing Documents, and in the event of a conflict between the Rules and the other Governing Documents, the other Governing Documents will control. Please read this Community Handbook carefully and be sure to fully understand and follow the Rules. Owners are responsible for their own conduct as well as the conduct of their Occupants and Invitees.

Residents may direct questions or concerns to the Association's Management Company, which, at the time this Community Handbook is adopted, is as follows:

PROFESSIONAL COMMUNITY MANAGEMENT
1285 CORONA POINTE CT, STE 101
CORONA, CALIFORNIA 92879
PHONE: (800) 369-7260
WEBSITE: WWW.PCMINTERNET.COM

DEFINITIONS

Unless otherwise defined in this Community Handbook, capitalized terms have the same meaning as set forth in the CC&Rs.

Management Company or Manager
The terms "Management Company" and "Manager" mean the professional agent under contract with the Association and delegated by the Board to engage in and oversee the day-to-day operations of the Association.

Invitee
The term "Invitee" means any person whose presence within the Project is approved by or is at the request of a particular Resident, including, without limitation, agents, contractors, family members, and guests.

Occupant
The term "Occupant" means a person other than an Owner that is entitled to occupy from time to time all or a portion of a Condominium Unit with the permission of the Owner, such as a tenant or guest.

Resident
The term "Resident" collectively refers to Owners occupying their Condominium Units and Occupants of Condominium Units.

Annual Assessment
The term "Annual Assessment" means a charge against the owners and their condominiums representing their share of Common Expenses.

Common Expenses
The term "Common Expenses" means those expenses in which the Neighborhood Association is responsible under this Neighborhood Declaration.

Master Association
Master Association means Edenglen Community Association, a California nonprofit public benefit corporation which was established to manage and maintain the Master Community.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have maintenance and inspection obligations. Owners should thoroughly review the CC&Rs, Maintenance Obligations, and the Rules set forth herein below regarding respective maintenance obligations. Any such maintenance shall be consistent with the existing design, aesthetics, and architecture of the Community. Owners should also consult applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements.

SEVERABILITY

If any of the provisions of this Community Handbook are held to be invalid, the remainder of the provisions shall remain in full force and effect.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including this Community Handbook, an Owner shall comply with the provisions set forth in the Violation, Fine Procedure, and Enforcement Policy herein. A copy of a Violation Report Form can be found in the "Forms" section toward the back of this Community Handbook.

REQUEST FOR SELECTION OF PREFERRED DELIVERY METHOD

Please contact the Manager, whose information is provided above, to advise in writing whether your preferred delivery method for Association notices and disclosures required under California law and these Governing Documents is First Class U.S. Mail, electronic mail, or both. Owners may send such notification to the Manager by any manner of delivery so long as it is in writing. Or you may contact the Manager who will provide you with a form for selection of your preferred delivery method. Once an Owner selects a preferred delivery method, it will remain effective until such time as the Owner revokes his or her selection in writing.

If an Owner does not provide their preferred method of delivery, notices and documents will be sent by First Class U.S. Mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier to the last mailing address provided in writing by the Owner to the Association or, if none, to the property address. Mailing will come at a charge to the association.

COMMUNITY GUIDELINES

A. ANIMAL REGULATION

1. Owners are entitled to keep a reasonable number of domestic dogs or domestic cats, caged birds and/or fish in an aquarium, provided that they are not kept, bred, or maintained for commercial purposes, and further provided they are kept under reasonable control at all times. Reasonable numbers shall ordinarily mean two (2) total pets (excluding, as an example only, fish, birds and other small household pets) per Residence; however, the Board may determine that a reasonable number of any instance may be more or less than two (2) and

may limit the size of pets and prohibit maintenance of any animal which constitutes a nuisance to any other owner.

2. Each owner shall be liable to each and every other owner, their families, tenants, residents and guests for damages or injuries caused by any animals brought or kept in the community by an owner.

3. All dogs must be licensed and leashed or other appropriate restraint while outside on community property.

4. Pet owners have the absolute duty and responsibility to pick up their pet's waste and dispose of it in a sanitary manner. Pet owners are liable to all other owners, their families, guests, and invitees for the actions of any animal brought or kept upon the community by the owner(s) or by members of his or her family, guest, or invitees.

5. Human assistance animals, e.g., service animals such as seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by an Owner must be sent in writing to Management to be reviewed by the Board in a timely manner.

6. No livestock, insects, reptiles, poultry or other animals of any kind shall be raised, bred or kept on the Properties.

B. ANTENNAE RESTRICTIONS

1. No person may install in the neighborhood any antenna or over-the-air receiving device, unless it meets the definition of "Authorized Antenna" below and is installed in accordance with the following restrictions.

2. Definition: An authorized antenna is an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, or (b) an antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement or (c) an antenna designed to receive television broadcast signals, and includes (d) an antenna used to receive and transmit fixed wireless signals. The foregoing definition is not intended to prohibit cordless or wireless telephones, PDA's, computers, wireless home data networking equipment or other portable wireless data or telephony devices that do not otherwise constitute a nuisance device under the CC&Rs.

3. Preferred Installation Locations. The exclusive use area porches, patios and decks are preferred installation locations for the Authorized Antenna, subject to applicable restrictions and prohibitions in this Neighborhood Declaration. The Committee may adopt reasonable restrictions on installation and use of Authorized Antenna as part of its Design Guidelines in order to minimize visibility of the Authorized Antenna from other Condominiums.

4. Prohibited Locations. No authorized Antenna or any other device may be installed in Neighborhood Property, including landscaped areas and exterior surfaces of the Condominium Building (such as the roof, fascia, chimneys, patio walls and exterior wall surfaces). Authorized Antennae may be installed in Exclusive Use Area porches, patios and decks on a mast or tripod, but no Person may make any installation that penetrates the exterior surface of any portion of the Condominium Building, including balcony railings.

C. DOORBELLS

1. An owner is allowed to replace the existing doorbell with a ring doorbell (or similar) without approval from the Design Review Committee. An owner is responsible for maintaining and replacing the doorbell. If an owner wishes to replace the doorbell with any other type of doorbell, an owner must obtain prior written consent from the Neighborhood Association. If an owner wishes to install a battery-operated ring doorbell in addition to the existing doorbell, the owner must obtain prior written consent from the Neighborhood Association.

D. HOLIDAY DECORATIONS

1. Holiday decorations, including exterior decorations or indoor holiday decorations that are visible from the outside of the Unit, are permitted subject to the rules herein. Decorations of any type are not permitted on any Association Property or Association maintained area. Any decorations in such areas will be removed by the Association at the Owner's expense.

2. All holiday decorations, including lighting, must be placed solely within the Unit or Exclusive Use Common Area and shall not penetrate or pierce the Condominium Building exterior walls, fences, or railings. All holiday decorations are permitted up to thirty (30) days prior to the holiday. Non-wintertime holiday decorations must be removed within seven (7) days after the holiday (weather permitting). Wintertime holiday lights and decorations must be removed within fifteen (15) days after the holiday.

3. Residents must be considerate of neighbors when decorating for holidays, and must comply with lighting, electricity, and noise ordinances and related rules.

E. MAINTENANCE BY OWNER

Owners shall maintain their Condominium Unit and Exclusive Use Common Area balcony and entry/porch areas, including the improvements that are a part thereof, in a clean and attractive condition and in conformity with the CC&Rs, these Rules, and any respective Maintenance Guidelines. Owners are advised to review such documents in their entity to understand their maintenance obligations and responsibilities.

Consistent with the CC&Rs, the Owner of each Condominium Unit shall:

1. Keep the Exclusive Use Common Area free from rubbish, litter, wood piles, debris, noxious or invasive weeds or plant material.

2. Maintain, cultivate, keep in good condition, and repair all shrubs and plantings, located within the Exclusive Use Common Area so that they shall not be allowed to overhang or otherwise encroach upon, above or below any sidewalk, street, or neighboring Condominium Unit or Association Property. All plants placed in Exclusive Use Common Areas must be contained in pots or planters that do not allow water to drain outside of the pot or planter.

3. Maintain in good condition and repair and adequately painted or otherwise finished all improvements that are a part of such Owner's Condominium Unit, including the garage.

4. Storage of personal property, including bicycles, or any unsightly items in the Owner's Exclusive Use Common Area visible from the street or other Condominium Units, including, but not limited to, abandoned, discarded, or unused objects or equipment, such as auto parts, furniture, stoves, refrigerators, cans, containers, and the like, or any device, decoration, design, structure, or vegetation that is unsightly by reason of its height, condition, or inappropriate location is prohibited.

5. Perform necessary rodent, pest abatement, and control efforts the Owner's Condominium Unit, or secure the services of a licensed rodent and pest abatement contractor.

6. Maintain, repair, and replace all utility lines that exclusively serve the Owner's Condominium Unit, whether located within the Condominium Unit or in Association Property; provided, however, that the Association has the right, but not the obligation, to maintain, repair, and replace such utility lines within the Association Property and levy a special assessment for the cost thereof against the Owner.

F. PARKING AND VEHICLE RESTRICTIONS

1. All vehicles of Residents must be parked in the garage of their Condominium Unit. In the event the number of vehicles registered to or driven by a Resident exceeds the number of vehicles the garage was designed to contain, then such excess vehicles must be parked outside the community. The guest parking spaces may not be used by Residents without written approval from the Board.

2. Residents and Invitees may not park any vehicle in a manner that encroaches onto the street, sidewalk, other public right of way, any unpaved area or portion of landscaping.

3. In addition to the provisions of the Master Rules & Regulations pertaining to the parking of Authorized Vehicles and Restricted Vehicles in the Covered Property, a vehicle of any kind may temporarily park on the garage approach portion of the Neighborhood Property that lies between the Motor Court and the garage of the vehicle's operator (a) only for a brief period during loading and unloading of passengers or property (not to exceed thirty (30) minutes in any twenty four (24) hour period), and (b) only if the vehicle will not block or interfere with wither (i) the normal use of the Motor Court by other residents or visitors or (ii) pedestrian and vehicular access to any other resident's garage and unit. Notwithstanding the foregoing, if any fire lanes are in or abutting a Motor Court, parking is strictly prohibited within any fire lane.

4. Performance of any vehicle repair, maintenance, washing, or restoration is prohibited in the Project, with the exception of minor or emergency vehicle repairs made in a garage. "Minor" repairs shall mean those which do not create or cause a nuisance and do not last no longer than four (4) hours.
5. Garages shall not be used for living, recreational activities, business or storage that would prevent the ability of a Resident to park the number of vehicles in the garage that the garage was designed to accommodate.

6. Garage doors shall be kept closed except for ingress and egress or other related temporary purposes.

7. Parking in the private streets or any areas designated as a No Parking Zone or Fire Lane is strictly prohibited. Any vehicle which is parked in any Fire Lane may be immediately towed.

8. Any guest parking shall be subject to posted signage and available for non-Residents on a first-come-first serve basis.

9. All parking on public streets adjacent to the Project shall be subject to applicable City ordinances.

10. The Association is not responsible for injuries, theft, property damage, or other criminal acts, which may occur to persons or vehicles parked within the Project. Nor will the Association be responsible to remediate or otherwise compensate a Resident or Invitee for any such losses.

G. RENTAL/LEASE OF A CONDOMINIUM UNIT

Owners may rent or lease their Condominium Unit subject to the following rules in addition to the CC&Rs:

1. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Association's Governing Documents and that any failure by a tenant to comply with the terms of the Governing Documents shall constitute a default under the rental or lease agreement.

2. An Owner shall provide a copy of all Governing Documents to their tenant. An Owner is responsible and liable for the actions of their tenant(s), including, but not limited to, any violations of the Governing Documents.

3. An Owner may not rent or lease their Condominium Unit for a term of less than thirty (30) days.

4. An Owner who rents or leases their Condominium Unit shall provide to Management the Tenant Registration Form located below with the names and contact information for their tenants. An Owner must also provide a copy of any rental or lease agreement upon request.

5. Use privileges for Association facilities and amenities are delegated from the Owner to their tenant. An Owner will no longer have personal use privileges of such facilities and amenities upon renting or leasing their Condominium Unit.

6. As set forth in the CC&Rs and these Rules, no Condominium Unit may be rented for hotel, motel, transient or short-term rental purposes (including, but not limited to, AirBnB, Vrbo, Swimply, or similar rental services) or for any other purpose inconsistent with the Governing Documents.

H. SIGNS, BANNERS, AND FLAGS

1. Owners are permitted to post one (1) residential "For Sale" or "For Rent/Lease" sign within the Condominium Unit. For Sale or For Rent/Lease signs may not be posted anywhere on or within Association Property or Exclusive Use Common Area, unless approved by the Board. A "For Sale" or "For Rent/Lease" sign must not be larger than eighteen inches (18'') by thirty inches (30'') in size.

2. Owners may not post signs at any entrances to the Project without prior approval from the Board. Any signs, posters, or other displays located, installed, or erected at any entrance to the Project or on Association Property (excluding signs installed by the Declarant or the Association) may be removed when discovered and disposed of by the Association without notice and the Association will not be required to reimburse the Resident who installed the sign.

3. Owners may post one (1) sign on their Condominium Unit advising of the existence of security services protecting a Condominium Unit, which shall comply with any Architectural Committee rules.

4. The Association may prohibit posting or displaying noncommercial signs, posters, flags, or banners on or in an Owner's Condominium Unit, for the protection of public health or safety, or if the posting or display would violate a local, state, or federal law.

5. Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags and banners that are more than fifteen (15) square feet in size may not be displayed at any time on or in an Owner's Condominium Unit.

I. NOISE/ NUISANCES

1. Owners are responsible for unreasonable and excessive noise whatever the cause or source, including noise or nuisance activity of their Occupants and Invitees. Owners must make all reasonable efforts to abate noise and observe quiet hours between 10:00 p.m. and 7:00 a.m. daily. Sources of noise should be abated by 10:00 p.m. and should not commence any earlier than 7:00 a.m., subject to any local ordinances.

2. Noise will generally be considered unreasonable and excessive if it can be heard through the closed windows of a neighbor's Condominium Unit, by an objective third person, and/ or a sound recording/measuring device. If noise violates a local sound ordinance, such noise is deemed to violate these rules.

3. Residents are encouraged to contact local law enforcement to report excessive noise or other civil disturbances.

4. Offensive odors emanating from any Condominium Unit constitute a nuisance. Noxious and/or offensive activities are prohibited.

5. Noisy, unsightly, or poorly operating vehicles, power equipment, and power tools (excluding lawn mowers and other power equipment used with ordinary landscape maintenance), off-road motor vehicles, and devices or machines that create or emit loud noises or noxious odors may not be used within the Project as they are deemed a nuisance.

6. Unsightly articles or materials may not be displayed, hung, or maintained within the Project.

7. The use of loud motorcycles or motorized scooters or bikes (such as gasoline powered scooters) are prohibited within the Project if they create an audible noise disturbance.

8. BBQs may be a nuisance if not handled with care, operated incorrectly, or omit an unreasonable level of smoke or odor. Only propane, charcoal, gas, and electric outdoor BBQs are allowed within the Exclusive Use Common Area.

9. To reduce sound transmission, any and all Units that are above other Units shall have approved sound insulation material installed underneath whatever finished flooring surface material is used on all floor areas within such upper Unit, whether it be carpet and padding, or tile, vinyl, wood or any other hard surface material. No change in the type of floor covering materials, or sound insulation materials originally installed underneath the finished floor surface material, in any area of any Unit above another Unit shall be permitted, except with the prior written consent of the Architectural Committee or Board.

J. SMOKING RULES

1. Smoking or vaping within any portion of Association Property is prohibited. “Smoke” or “smoking” includes secondhand smoke and means burning or possessing any lighted or heated cigar, cigarette, incense, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation. “Electronic delivery device” means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen. A violation of this rule is considered a Safety Violation.

K. CONDUCT RULES

1. Acts of vandalism or other suspected criminal activity in the Project should be reported immediately to local law enforcement and to the Manager.

2. Improper conduct, obscenities, verbal, or physical threats by Residents or Invitees are prohibited. Any act of a nature which is or may become dangerous, create a health or safety hazard, create a hostile environment, or disturb others, is prohibited. Such acts include, but are not limited to, creating unreasonable or excessive noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language, rowdy, or mischievous behavior.

3. In addition to being responsible for their own behavior and actions, Owners are responsible and liable for the conduct of their Occupants and Invitees, including pets.

4. Residents and Invitees must conduct themselves with respectful consideration for each other and for Board members, committee members, Management staff, and vendors. The Board may discipline any Owner for any conduct, which, in the sole and reasonable discretion of the Board, may or does endanger the welfare of others.

5. Board members, committee members, Management staff, and vendors must be treated in a courteous and considerate manner. Residents and Invitees must not reprimand, threaten, or harass any Board member, committee member, Management staff, or vendor, and doing so is classified as a major violation of the Association's Governing Documents.

6. Any person using any Association amenity whose inappropriate behavior falls below the standard required by these Rules and who refuses to curb any such inappropriate behavior when asked to do so may be asked to leave the Association amenity by the person in charge (i.e., a Management representative, Board member, or person acting with the actual authority of the Board), who may seek the assistance of the local law enforcement agency to maintain order.

7. Violation of these Rules may subject the Owner to disciplinary action. Following notice and a hearing by the Board, such action may include, but is not limited to, the imposition of a monetary penalty, suspension of the privilege to use Association facilities and amenities, and/or filing a lawsuit against the Owner seeking a preliminary and permanent injunction against the prohibited activity or behavior. If any such legal action is required to compel an Owner's compliance with the Governing Documents, the Association will seek an award of its attorneys' fees and costs as allowed under the CC&Rs and applicable laws.

L. PORTABLE SPORTS EQUIPMENT

1. No owner may place, keep or store any portable sports equipment such as a portable basketball unit or hockey net in the common area at any time.

M. TRASH ENCLOSURES

1. All trash must be disposed of in the common trash dumpsters located in the trash enclosures. No trash may be permitted in any other area except solely in the trash dumpsters.

2. To schedule a bulky item pick up please contact the clubhouse at 909-923-7875 or visit the clubhouse at 3193 S Edenglen Ave, Ontario Ca 91761.

N. TEMPORARY BUILDINGS

1. No outbuilding, tent, shack, shed or other temporary building or improvement may be placed upon any portion of the properties either temporarily or permanently, without the prior written consent of the Design Review Committee. No garage carport, trailer, camper, motor home,

recreation vehicle or other vehicle may be used as a residence in the properties, either temporarily or permanently.

O. SOLAR

1. Any modifications or replacement of the solar energy system equipment installed by the Declarant must receive prior written approval of the Design Review Committee. Homeowners are not permitted to access the roof for any reason including cleaning the solar panels. Only approved vendors may access the roof. A list of approved vendors may be obtained from the HOA.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

SHORT-TERM RENTAL POLICY

As set forth in the CC&Rs, no Owner may rent or lease their Condominium Unit for transient or hotel purposes or for any period of less than thirty (30) days ("Short Term Rentals"). In support of this restriction, the Board has made the following findings ("STR Policy"):

1. Persons who rent and occupy a separate interest for less than thirty (30) days ("Short-Term Renters") stay for limited periods of time and are transient in nature.

2. Short-Term Renters are typically less likely than Owners and longer-term renters to use Association Property, including current or future recreational amenities, and improvements, in a careful and thoughtful manner. Such use of the community results in increased costs to the Association and increased involvement and oversight by Management.

3. The presence of Short-Term Rentals is also more likely to expose the Association to additional liability and risks under the Association's insurance policies and, thus, are more likely to increase the Association's insurance premiums.

4. Opening the community to Short-Term Rentals will not reduce the number of people who need affordable housing or increase the number of residences available for rent in the surrounding area.

5. Short-Term Rentals in the community would primarily have the impact of offering furnished residences that are in direct competition with higher priced hotel space for visitors and tourists and will not provide affordable housing.

6. Rules governing Short-Term Rentals are important in efforts to attempt to maintain the aesthetics of the community, the efficient management of the Association budget, and the property value of all Owners' properties, as well as deter vandalism and other acts that may injure persons or damage property in the community.

7. In light of these purposes above and in compliance with the Association's Governing Documents and the Davis-Stirling Act, Civil Code Sections 4000 et seq., and after careful consideration, the Association has adopted this STR Policy, the provisions of which are further set forth below.

8. **Enforcement and Fine Schedule for Violations of The STR Policy.** Owners are each ultimately financially and legally responsible for their conduct as well as the conduct of any of their tenants. The fine schedule set forth herein shall control for any violations of this STR Policy, notwithstanding any other provision of the Governing Documents. In developing the fine schedule for violations of this STR Policy, the Association considered that an Owner may receive a significant sum of money for leasing all or a section of their Unit in violation of this STR Policy. Specifically, Owners may receive substantially more money for the operation of a Residence as a

Short-Term Rental as compared to a longer-term rental. Additionally, the Association considered the strong policy of wishing to preserve the residential use of the Condominium Unit, disincentive against violations, and to prevent an Owner from profiting from violating the Governing Documents. Any violation of the provisions of this STR Policy is considered an egregious breach of the Governing Documents.

9. As set forth in the findings stated above, the Board in its discretion may levy a fine (as a monetary penalty) against an Owner for violation of this STR Policy as follows:

Violation*	**Fine Amount**
First violation:	Up to $1,000
Additional violation of the same or similar kind within a 12-month period:	Up to $2,000

*A violation of this policy shall be determined as each instance of renting any Residence for less than thirty (30) days.

10. Any fine imposed under this STR Policy shall be in addition to any assessment levied to reimburse the Association for expenses and costs.

11. The foregoing fine 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.

12. The Association reserves the right to immediately use any available legal remedy available to enforce the Governing Documents including this STR Policy against an Owner, which may include, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief, declaratory relief, or other legal action to remedy the violation pursuant to the terms of the Declaration and/or as allowed by law.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

OPEN FORUM AND BOARD MEETING CODE OF CONDUCT RULES

The Board welcomes Member attendance at the Board meetings to observe corporate business matters. The Association values the insight and input from all Members and asks Members to respectfully adhere to these policies adopted by the Board.

The Board is an elected governance body. This means the Board has decision-making authority and the responsibility to establish policies and govern the Association. In compliance with applicable law, Members will be given an opportunity to address the Board at each open meeting and to raise questions, comments, issues, and/or concerns of general relevance and interest to the Association, which is commonly referred to as "Open Forum." The Board may establish a reasonable time limit for a member to speak in Open Forum.

At the meeting, please document questions, comments, issues, and/or concerns by completing the Request to Address the Board Form provided. This will assist the Board in tracking and following-up on questions, comments, issues, and concerns. The procedure to participate in Open Forum is as follows:

1. Complete the Request to Address the Board form at the meeting.

2. Raise your hand to be recognized by the chairperson of the meeting during Open Forum.

3. State your question, comment, issue, or concern in clear simple terms and please limit your time to three (3) minutes.

4. If a prior speaker has already raised your issue or concern but you have additional input on the issue, please raise your hand to be recognized by the chairperson, who may limit speaker participation on the issue or concern depending on time constraints.

5. Please do not interrupt others while they are speaking.

6. Maintenance-related issues should be directed to Management because Open Forum is not the correct venue to report maintenance items.

While Open Forum is a time for Members to raise questions, comments, issues, and concerns with the Board, which will be noted, the Board may not provide an immediate response or decision. The Board may not take any action regarding the issue at that meeting if it is not on the agenda for the meeting.

Board meeting agendas are set by the Board, and Members do not have a right to add items to the agenda. However, if an Owner would like an item to be placed on the agenda for a future Board

meeting, he or she must submit the request to Management in writing at least two (2) weeks before the next regularly scheduled Board meeting. If done, the Board will make all reasonable efforts to discuss the matter at that meeting, subject to time constraints. If a member only wishes to verbally address the Board, written input can be received until the day before the Board meeting. Note that the Board may not decide a matter until it has completed the proper research and considered the findings.

Anyone attending meetings of the Association and/or addressing the participants must behave in a polite, civil, and courteous manner. Aggressive or abusive behavior, including, but not limited to, screaming, shouting, use of profanity, or threats of any kind against any person or property is prohibited. Any person exhibiting prohibited behavior will be asked to leave the meeting and if they fail or refuse to do so, the Board may adjourn the meeting and may take any action reasonably necessary to prevent a repeat of such behavior and disruption, including seeking an injunction against the violating persons from attending meetings and/or filing a complaint with law enforcement.

Understanding Board Meeting Conduct:

The Board meeting is a meeting of the directors of the Association. Members have a vested interest in the Association and elect volunteer Members to the Board to take care of those interests. Members may attend and observe any meeting of the Board except meetings held in executive session as defined under Civil Code Section 4935. Members are not entitled to participate in any discussion or deliberation of the Board unless invited by the Board to do so and may not vote on action(s) considered or taken by the Board.

Only Members (and not Occupants or Invitees) may attend Board meetings. The Board has the right to prohibit all non-Members from attending Board meetings, including, but not limited to, Occupants, agents, and Managers.

Business matters are decided by the Board when a motion is made and seconded by a Board Member. Each motion has a discussion period before a vote is taken. This discussion is only between the Board Members who may solicit additional information from non-Board Members as needed (e.g., from Management, legal counsel, or Members in attendance).

When discussion has been completed on the motion, the Board then votes on the motion.

Recording meetings is not permitted

Neither the Board nor Management consents to the recording of any portion of any Board meeting. Recording of a meeting is strictly prohibited other than by the Board Secretary, who may record a meeting for the purpose of preparing meeting minutes. Once the minutes have been prepared, any recording shall be deleted within a reasonable time. Unauthorized recording is classified as a major violation of the rules.

BLOOM AT EDENGLEN NEIGHBOHOOD ASSOCIATION

VIOLATION, FINE PROCEDURE, AND ENFORCEMENT POLICY

1. **Notice**. The Board shall send a notice to the Owner advising of the Owner of the nature of the violation(s) and the time limit to rectify the violation in accordance with the CC&Rs.

2. Failure to comply with the request to rectify the violation may result in a "Final Notice," directing the Owner to comply. If the violation is still not resolved, the Board may send a "Notice of Hearing," requesting the Owner's appearance before the Board on a specified date.

3. The Board of Directors reserves the right to waive the initial notice and call the matter directly to a hearing or refer the matter to legal counsel for action for issues that can be deemed harmful, unsafe, or pose a liability to the Association, any individual, the environment, or Association Property.

4. **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 penalty or disciplinary action. If the Owner cannot attend the hearing, they may submit a written statement and 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 (if any), and/or on other pertinent oral or written evidence presented to the Board.

5. If the Board determines at the hearing that the violation exists, has happened, or has not been corrected, the Board may take any of the following actions:

   a. Monetary fines or penalty in the amount as outlined in Section 6 below, and/or levy an assessment in accordance with the CC&Rs;

   b. Temporary suspension of an Owner's right to use of any Association recreational facilities for up to thirty (30) days or in accordance with the CC&Rs;

   c. Submit the matter to the Association's legal counsel for further review and appropriate legal action may be taken at any point during the process.

6. The Association's penalty schedule is as follows:

<u>Minor Violations</u>:

First violation:	$250.00
Second violation (same infraction):	$500.00
Third violation (same infraction):	$750.00

Examples of minor violations include, but are not limited to, nuisance complaints, trash or debris, failure to pick up animal waste, or sign violations.

Major Violations: $500 per occurrence

Examples of major violations include, but are not limited to, failure to obtain approval from the Architectural Committee prior to making an exterior modification, violation of meeting and conduct rules, or damage to Association Property.

Safety Violations: $1,000 per occurrence

Safety violations include, but are not limited to, life-threatening, dangerous, or hazardous violations (such as interfering with the automatic fire sprinkler system).

Short-Term Rental Violations:

First violation	$1,000
Additional violation of the same or similar kind within a 12-month period	$2,000

A violation of the Short-Term Rental Rules shall be determined for each instance of renting the Condominium Unit for fewer than thirty (30) days.

The Board has discretion to determine whether the imposed fines pursuant to the penalty schedule are reasonable in light of the specific circumstances and severity of the violation(s). The disciplinary fines imposed against the Owner may be lower than the fine amount as stated above.

7. **Notice of Disciplinary Action**. If discipline is imposed, the Owner will be provided written notification of the disciplinary action by either personal delivery, first-class mail, and/or email, within fifteen (15) days following the hearing.

REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized exterior improvements, or parking violation), Owners wishing to report a violation must do so in writing using the Violation Report Form below. It is encouraged for any anonymous complaints of an alleged violation to include supporting documentation from the reporting Owner. Additionally, the Board will not routinely provide the identity of the Owners alleging the violation. However, the Board does not guarantee that the Owners alleging the violation will remain anonymous or that it has any duty to protect the privacy of such complaints. In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

ARCHITECTURAL DESIGN GUIDELINES AND PROCEDURES

OBJECTIVE

The objective of the Architectural Design Guidelines and Procedures ("Design Guidelines") and Architectural Committee is to facilitate the evaluation of proposed improvements for each Condominium Unit and to promote a cohesive aesthetic and standard throughout the entire Project. Compliance with the Design Guidelines will benefit and enhance the quality of living, preserve property values, and promote aesthetic harmony.

Sensitivity to the privacy of each Resident regarding noise, odor, vegetation infringement, night lighting, hazardous situations, etc., will be thoroughly evaluated. The Governing Documents specifically state there is no representation that any protected view exists from any Condominium Unit, as such, proposed construction or installations may impair the view from any Condominium Unit.

Each Owner is encouraged to reference the CC&Rs Article 5.3, "Design Review Committee" to ensure a complete understanding of the submittal and review process to the Association. In the event of any conflict between these Design Guidelines and the CC&Rs or the Bylaws, the provisions of the CC&Rs or the Bylaws (whichever applies) shall prevail. It is important to note that while these guidelines are consistent with the CC&Rs, they do not cover all possible situations and are not designed to take into consideration any obstructions and/or adverse effects to surrounding neighbors.

As set forth in the CC&Rs, prior to starting any exterior addition, improvement, or alteration to a Condominium Unit or Exclusive Use Common Area, Owners must first obtain prior written approval from the Architectural Committee. For example, no Owner shall cause any penetration, cutting or other modifications to any doors that provide entry to such Owner's Condominium Unit, windows, window frames or the Condominium Building exterior walls, perimeter or bearing walls, roofs or balconies without the prior written consent of the Association. Unauthorized alterations, additions, modification, improvements, or any other construction are strictly prohibited and subject the Owner to fines and penalties as set forth in the Governing Documents. Each proposed improvement must first comply with requirements set forth in the CC&Rs and must not violate any federal, state, or local law, codes, and ordinances. Approval by the Association does not constitute a representation or warranty by the Association that the proposed improvements comply with federal, state, and local law, codes, and ordinances or are structurally sound.

GENERAL GUIDELINES

1. **Submittal of Application**. An Owner may not alter, build, remove, relocate, demolish, add to, install, decorate, or construct or reconstruct (collectively "alter") any improvements (including but not limited to, a structure, fence, wall, lighting, landscaping, etc.) within their Condominium Unit, nor any improvement(s) which are visible from another Condominium Unit or Association

Property, such as any exterior addition, change, or alteration to Exclusive Use Association Property, until the Owner submits plans and specifications and obtains prior written approval from the Architectural Committee, and if necessary, the City.

2. Owners must not in any way alter any portion of Association Property without prior written approval of the Association and, if necessary, the City. Owners are solely financially responsible and liable for any damage, including incidental, to Association Property which occurs as a result of their actions, or by their Occupants or Invitees.

3. No Owner shall paint the exterior of the Condominium Building or any other exterior improvements that is part of a Condominium Unit without prior written approval of the Architectural Committee.

4. In designing any proposed alteration, intrusion upon a neighbor's privacy shall be kept to an absolute minimum.

5. Each Owner shall obtain all necessary permits and shall comply with all City requirements in connection with their proposed improvements, including landscaping.

6. **Conditional Approval.** When applicable, the Architectural Committee may condition its approval on the applicant Owner receiving all permits and approvals from the City prior to the installation/construction. The Association shall have the right, but not the obligation, to review such permits. If so, Owner must submit a copy of the necessary permits (building or otherwise), written authorization or approval for the improvement, or such other evidence of official consent by the City authorizing said improvement with their application. Neither the Board, Architectural Committee, nor the Association, assumes any responsibility for the Owner's failure to obtain such permits.

FEES

1. An application review fee as determined by the Board may be required for all applications. The Board may revise the fee from time to time.

2. Notwithstanding the above, the applicant Owner shall be fully responsible to reimburse the Association for all costs incurred by the Association in retaining a qualified consultant (e.g., an architect or engineer) to review plans and/or inspect the works of improvement. The Association reserves the right to require additional deposits for certain types of construction. The Association may utilize an outside consultant for the review of all design requests, including the review of Owner installed weather sealant and finishing. If so, the Architectural Committee will inform the Owner of such a requirement and cost after receipt of the initial application.

3. Plans and specifications are **not** approved by the Architectural Committee for engineering design, and approval is merely for aesthetic purposes only. By approving the application neither the Architectural Committee, the Association, Members, Board, nor designated representatives assume liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. However, the Board or Architectural Committee shall have the

right to hire an engineer or other related consultant if the Board or Architectural Committee deems necessary in connection with its review and installation of any plans submitted by any Owner, and such Owner shall be liable for payment of such engineer's and/or consultant's total fee.

4. As set forth above, the Association reserves the right to require additional deposits or reimbursement for outside consultant review/costs, and/or an indemnification and maintenance agreement at the applicants cost depending on certain types of construction.

PLAN SUBMITTAL AND RE-SUBMITTAL PROCESS

1. The following items must be submitted with every application, as noted:

    a. One (1) set of plans and specifications, drawings, and other pertinent information (if plans are over size, please submit in PDF format).
    b. One (1) copy of the Design Request Form.
    c. One (1) copy of the Submittal Checklist filled out with the appropriate boxes checked.
    d. Application review fee in the amount of $75.00, and any additional deposits for certain types of construction and specialized review or requirements. Please make checks payable to "Bloom at Edenglen Neighborhood Association."
    e. One (1) copy of the Neighbor Notification Form.
    f. Photos of the Condominium Unit "as is" prior to the proposed modification(s).
    g. Review and comply with any additional item(s) listed under the "Submittal Requirements and Checklist."

2. Incomplete submittals will not be reviewed and returned to the Owner.

3. All technical and engineering matters are the responsibility of the Owner. Plans and specifications for proposed improvements must be prepared in accordance with the applicable building codes, and with enough clarity and completeness to enable the Architectural Committee to make an informed decision.

4. If the Condominium Unit has any type of restriction, including, without limitation, easements and setbacks, it is the Owner's responsibility to ensure compliance with such restrictions. The Association cannot approve or supersede any type of restriction on the Condominium Unit. If such restriction is inadvertently approved, it is the Owner's responsibility to advise of such and approval for such plans will be deemed void.

5. **Submittal and Appeal**: The Architectural Committee will approve or disapprove the proposed improvement in writing within thirty (30) days of receiving a complete application, including plans and specifications. If an application is denied, the Owner may appeal in writing to the Board. The request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. Within ninety (90) days following receipt of the request for appeal, the Board shall consider the appeal at an open meeting and render its written decision. The failure by the Board to render a decision within said ninety (90) day period shall be deemed a decision in favor of the party requesting the appeal.

6. **Notice of Completion.** Upon completion of any approved construction or reconstruction or the alteration or refinishing of any improvements, the Owner shall give written notice of completion in accordance with the Form provided below as well as comply with any conditions or requirements by the Architectural Committee or Board. Within thirty (30) days after receiving notice of completion, the Architectural Committee or Board, or its duly authorized representative, shall have the right to enter into a Condominium Unit, as provided in the CC&Rs, to inspect the improvements to determine whether they were constructed or installed in substantial compliance with the approved plans and specifications. If the Board finds that such construction or installation was not done in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

REQUIRED INFORMATION FOR ARCHITECTURAL REVIEW

While it may not be required to use an outside architect to draft the plans, the plans and specifications must detail the following items and follow the Submittal Requirements Checklist:

1. **PROPORTION:** When a plan has proportion, the drawing represents elements that are in the same relative ratio to each other. A two-car driveway which is typically sixteen (16) feet wide is drawn about three (3) times as wide as a sidewalk or entry walk that has a width of five (5) feet. The scale must include relative size and distance of the elements represented on the plan that are in the same ratio to each other throughout the plan.

2. **SCALE:** The scale of the drawing is the ratio at which the plan is drawn relative to the actual dimension or size of the element being represented on the plan. If the scale is one eighth of an inch, equals one foot (1/8" = 1'-0"), then that means that every 1/8 inch measured on the plan represents one (1) foot in the actual Condominium Unit. So, a two-car driveway that is sixteen (16) feet wide would be drawn two (2) inches wide on the plan. If the scale were ¼ = 1'-0" then the sixteen (16) foot wide driveway would be four (4) inches wide on the plan.

3. **PLANTER WALLS, SEAT WALLS, PILASTERS, FENCES, GATES, ETC.:** Plans need to show/call out all materials (concrete, stone, flagstone, stucco, brick, glass, etc.), colors, finishes, dimensions, heights, widths, any design that might be incorporated into the elements above, setbacks from property lines and sidewalks or streets.

4. **EXISTING AND PROPOSED ELEMENTS AND MATERIALS:** Plans need to call out if the elements are existing and proposed. The Association needs to know exactly what is being proposed and what has been approved and exists in the Condominium Unit at the present time. Description of materials to be used, including the proposed color scheme. Samples should be provided.

5. **DRAINAGE**: All plans need to call out all locations of any new drains, size of drain and inlet and where drainage will ultimately tie into. Plans must include size of drain line, slope grade of drain and all drain inlets. All landscaping modifications shall cause all water to drain into said inlets and cause water to drain away from neighboring properties.

6. **ALL SUBMITTALS SHALL INCLUDE PHOTOS OF THE CONDOMINIUM UNIT:** Including photos of the face of the Condominium Unit, front, and rear.

7. **ASSOCIATION PROPERTY**: Plans need to label Association Property and Exclusive Use Common Area in or adjacent to the Condominium Unit. The Association is not responsible for knowing where such areas are located if it is not noted on the plan.

8. **SETBACKS:** Plans need to show the setbacks of all design structures and must adhere to City set back measurements, in most cases it is approximately three to five (3 to 5) feet from rear and side property line. Elements are measured from the property line wall to the outer most point of the elements. Design structures such as front walls, pilasters, boulders, etc., are measured from the face of the structure to the sidewalk or street whichever is most restrictive.

SUBMITTAL REQUIREMENTS AND CHECKLIST

Check off: required of each improvement and for all submittals:

- ☐ Completed "Design Request Form."
- ☐ "Neighbor Notification Form," if unsigned, provide proof of delivery and date.
- ☐ One (1) complete set of plans and specifications, drawings and other pertinent information with date.
- ☐ Condominium Unit address, Owner's phone number and email address.
- ☐ Photos of the exterior Condominium Unit "as is" - Photos will show existing elements, size of balcony, etc.
- ☐ Name, address & phone number of person or entity who prepared the drawing.
- ☐ Description of proposed construction schedule.
- ☐ **Application review fee, as well as any other information, documentation, and fee deemed to be necessary by the Board or the Architectural Committee in evaluating the request.**
- ☐ Compliance with any additional item(s) listed under the "Submittal Requirements and Checklist."
- ☐ Special notes – see end of checklist.

Site and/or Construction Plan Standards:

- Show all property lines accurately as to length, angles, and amount of curve. Dimensions (in feet and inches).
- Show existing building(s)/structure(s), balconies, entryways, etc.
- Show existing walls, fences, gates, sidewalks, screens, paving, planters, and other constructed or hardscape elements which impact the design.
- Show all applicable utilities and improvements.
- Show proposed plant areas.
- Heights shall be noted relative to the immediate ground elevation.
- Grade and drainage notes and changes, including elevation of existing adjacent grade, location of new area drains and drainpipe routing.
- Include construction notes.
- Include mechanical equipment including all motors, pumps, filters, controllers, timers, compressors, and air conditioner condensers, etc.
- Photos of project site depicting existing site conditions and adjacent property relationships.

Exterior Elevations and Finish Plan Standards:

- Elevations of existing and proposed design elements with roof slope pitches.
- Ridge heights.
- Note all finish materials, colors, and textures of proposed work for exterior materials, trims, and detailing.
- Note if proposed finishes and material are to match existing finishes and materials.
- Color and material board clearly depicting materials and/or colors that differ from existing.

Floor Plan Standards:

- Indicate all walls, columns, openings, and any condition or feature that will affect the exterior design or the exterior structure.
- Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc.
- Show dimensions of proposed work and related existing work and indicate relationship.
- Delineate all parts of the exterior that cannot be shown on elevation drawings.
- Identify proposed new work areas and differentiate existing work areas from them.

Roof Plan Standards:

- Show all existing and proposed roof surfaces, noting pitches, and overhangs.
- Call out existing and proposed roof materials and colors.
- Note: the roofing installed is specific to each Condominium Building and it cannot be changed in type or material.

Mechanical and Solar Energy Plan Standards:

- Show all mechanical devices exposed to the exterior including solar collectors, conduit, and other distribution and collection components.
- Devices should be integrated into the roof design, completely shielded, and flush with existing roof slope. All solar collectors must be designed and located to be the least obtrusive in accordance with any applicable Solar Policy.
- Frames are colored to complement the roof. No natural aluminum frames. Colors must be compatible with the Condominium Building.
- All wires from the panel and conduit must be painted to match the surface it is on.
- Mechanical equipment screened. All support and piping must be enclosed or screened from view.
- Compliance with the CC&Rs and all related Governing Documents as applicable.

GENERAL DEVELOPMENT GUIDELINES

Fences and Walls:

- No fence, wall, or other dividing device shall be erected, altered, maintained, or installed on any Condominium Unit other than those of the same location, design, height, and materials as were initially installed by Declarant.
- Existing fences and walls installed by the Declarant or Association cannot be removed, modified, improved, or painted unless approved by the Architectural Committee or Board and in accordance with the CC&Rs related to fences/walls between Condominium Units.
- Painting any wall or fence must match the existing paint color.
- Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates, and or pilasters or columns.
- Existing drainage patterns near wall footings must be maintained.
- No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted as a fence or wall.

Door and Window Coverings:

- Except for holiday decorations no Condominium Unit may display or allow to be visible from outside of any window or door anything other than interior curtains, conventional draperies, blinds, or shutters.
- No traditional screen door on the front or main entry door may be installed, unless approved by the Architectural Committee.
- Security screen doors shall be painted to match the front door or the trim.
- Security screen door design must be standard (no picturesque theme).
- Security screen door matches the elevation scheme of the Condominium Building (e.g., if there is an archway entry, the security screen door must have an arch design as well).
- Window security screens must match the overall aesthetics and characteristics of the Project and require approval prior to installation.
- Exterior security bars on exterior windows are prohibited.
- No aluminum, metal, or contrasting material awnings or covers over windows or balconies.
- No aluminum foil, window tint (including reflective tint), wood, paint, sheets, newspapers, or other unsightly covering on windows at any time.
- Interior installations including drapes, curtains, shutters, or similar covering must not distract from the exterior aesthetic of the Condominium Building and Project.
- All window coverings (including temporary window coverings) must be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Condominium Building.

Garage Doors:

- Garage doors must be compatible in design and color with the Project (no ornate decoration or inconsistent color).

- Any change to the existing garage door as installed by the Declarant requires Board/ Architectural Committee review and approval.

Awnings, Ornamental Screens, Sunshades:

- Retractable shades installed on the exterior of the Condominium Building require prior approval before installation.
- Awnings, ornamental screens, and sunshades must be simple in design and color and shall not detract from the general scheme and aesthetic of the Project.
- Must be neutral color not in conflict with the color scheme of the exterior wall surface of the Condominium Building.
- Awning size, location, and form are in scale with the window.
- Must not be torn, faded, or unmaintained.

BUILDING MATERIAL STANDARDS

Any alterations shall conform to the material, colors, character, and detailing as established for the Project. All exterior fixtures that are attached to the Condominium Building shall be compatible with the design and materials of the Condominium Building. Any post mounted exterior fixtures shall also be compatible in design and materials to the fixtures attached to the Condominium Building.

Condominium Unit - Exterior Building Walls:

- Paint color and finish of trims, fascia, barges, and doors are compatible with existing finish. Owner may not change the exterior color palette and scheme unless approved by the Architectural Committee.
- Stucco color and/or texture matches existing; must be stained or painted to match existing structural character or as otherwise approved by the Architectural Committee.
- Exterior surface must be properly sealed against water intrusion.
- Exterior cover material is consistent and continuous on building walls.
- Name or address sign must be consistent with the original design, material, and size installed by the Declarant.

Window and Door Fixtures:

- Hardware and fixtures are located and detailed in a manner consistent with existing treatment.

Flooring:

- No change in the type of floor covering materials, or sound insulation materials originally installed underneath the finished floor surface material, in any area of any Unit above another Unit shall be permitted, except with the prior written consent of the Architectural Committee or Board.

- Any and all Units that are above other Units shall have approved sound insulation material installed underneath whatever finished flooring surface material is used on all floor areas within such upper Unit.
- No change in Unit flooring materials shall be permitted which results in increased sound transmission to other Units.

Planter Walls & Planters:

- Planters and potted plants should be lined with an impervious surface and must not allow water to drain outside of the pot or planter.
- No plastic planters.
- Material, color, design, and texture to be compatible with existing Condominium Building and design.
- No planters shall be installed that attach to a wall owned or maintained by the Association or neighboring Owner.

Drainage:

- Owners shall not block or interfere with the proper function or maintenance of the drainage improvements wherever located in the Project.
- All finish surfaces of paving elements are to be below the adjacent Condominium Building screed.
- Owners are strictly prohibited from removing, moving, blocking, modifying, or altering the established drainage pattern unless an adequate alternative is proposed and approved by the Architectural Committee.
- The Association is not responsible for any modifications or changes to the originally established drainage.

Note Regarding Architectural Committee Approvals:

1. Architectural Committee approval does not constitute City approval. Please contact the appropriate City agency for submittal requirements. Many of the improvements, including, without limitation, any interior building alterations, may require approval by the Architectural Committee **and** the City prior to being installed.

2. Approval from the Association is merely for aesthetic purposes and not for structural or building code compliance.

CONTRACTOR RULES

1. All contractors must adhere to the Association's Governing Documents. Owners are responsible for ensuring that all contractors and workers are informed of the proper procedures. Because an Owner is liable for his or her Invitee's violation of provisions in the Governing Documents, it is recommended that each Owner has their contractor sign an acknowledgement of receiving a copy of these Contractor Rules. All construction sites will be subject to inspection by the Association at any time.

2. All contractors must be licensed, insured, and have all applicable certifications or special licenses for the type of work being performed.

3. Owners are responsible for any damage caused by their contractor or their employees.

4. In order to avoid damage to right-of-way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place, or stockpile construction materials on Association Property. All construction debris must not block any streets or other access ways.

5. Contractors or other Invitees must not trespass onto any other Condominium Unit without that Owner's written permission.

6. Contractors are required to clean up each day after construction, including, but not limited to, sweeping the sidewalk and street. Contractors may not flush dirt, debris, sand, etc., into the street or gutter areas. All local Best Management Practices for storm water pollution must be strictly followed. **Spilled material must be swept and containerized. Spilled materials shall not be washed into the storm water drain inlets.**

7. **Trash Dumpsters:** Trash dumpsters/roll-offs must be stored on the Condominium Unit where construction is taking place and must not encroach in any way on another Condominium Unit or Association Property, unless approved by the Board in advance. If such dumpster cannot fit within the Condominium Unit, dumpsters shall be placed on the street, and emptied weekly or before, as necessary, to prevent overflowing. Trash dumpsters/roll-offs may be used only during construction and installation of improvements and may not be allowed to remain beyond that time period. To the extent possible, trash dumpster/roll-offs must be covered. Typical, residential-sized trash containers must be covered at all times except when materials are being dumped into the container. Even during construction, typical residential-sized trash containers must comply with the rules within the CC&Rs and this Community Handbook relating to same.

8. Owners and their contractors are required to comply with all federal, state, and local storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of the Condominium Unit.

9. Owners are responsible for ensuring that no excessive runoff occurs from landscape irrigation or water drainage from their Condominium Unit into Association Property, neighboring Condominium Units, or any property owned or managed by the City. An Owner violating this rule will be required to take action immediately to prevent any runoff from excessive irrigation

or water drainage and such Owner shall be required to repair any and all damages to Association Property, neighboring Condominium Units, or any property owned or managed by the City as a result of improper installation of drainage, improper maintenance of drainage and/or excessive irrigation runoff caused by overwatering, improper drainage, and/or lack of sprinkler maintenance.

10. Equipment/Tools.

    a. All tools and equipment will be used in a safe and proper manner by persons qualified to use any such tools or equipment and who will comply with all safety standards. Construction personnel will be responsible for the safe storage of their tools and equipment and the Association will not be liable for any damage or loss of such tools or equipment.

    b. Construction materials, supplies, equipment, tools and other such items shall be stored on the subject Condominium Unit within the enclosed garage.

    c. If construction equipment is too large or cumbersome to be stored out of view, it may not be stored overnight on the streets or on any Condominium Unit unless approved in writing by the Board. Such permission may be granted, if at all, for a limited time and purpose. Construction vehicles, trailers, and/or trucks may not be parked or stored overnight in the Project unless approved by the Board.

11. Improper conduct or behavior including the use of obscenities and/or verbal or physical threats of any kind directed at any person by construction personnel is prohibited. Acts or actions by any construction personnel of any kind which may be or may become dangerous, create a health or safety problem, create a hostile environment, or which disturbs Residents quiet use and enjoyment is prohibited. Drinking of alcoholic beverages and/or use of recreational drugs is strictly prohibited.

12. Any damage to adjacent Condominium Units or Association Property caused by heavy equipment or other actions of construction personnel, must be repaired or replaced immediately by the construction personnel or Owner of the Condominium Unit where the construction work is being conducted. However, all damage caused by construction personnel performing construction work for a particular Owner is ultimately the sole responsibility of the Owner. The total cost of any necessary repairs or replacement to Association Property will be charged directly to the responsible Owner as an assessment.

13. Correction of rules violation situations is expected within twenty-four (24) hours of notice in writing or by telephone, whichever is received first, or in the event of a violation impacting the safety of others, immediately. The Association considers a violation of any of the foregoing Contractor Rules to be a major violation, which may subject the responsible Owner to immediate disciplinary action. Said disciplinary action may include cumulative penalties to incentivize compliance.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

DESIGN REQUEST FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona, California 92879
Email: PROArchApps@pcminternet.com

Name:_____ **Date:** _____

Property Address: _____

Email Address: _____

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

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

_____

_____

_____

II. Neighbor Advisement

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

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

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

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

Owner's Signature: _____ Date: _____

ASSOCIATION USE ONLY

□ APPROVED □ APPROVED with Conditions _____

_____

□ NOT IN COMPLIANCE Corrections or Additional Information Required: _____

_____

Signature:_____ Date:_____

NEIGHBOR NOTIFICATION FORM

LEFT REAR NEIGHBOR

REAR NEIGHBOR

RIGHT REAR NEIGHBOR

LEFT FRONT NEIGHBOR

FRONT NEIGHBOR

RIGHT REAR NEIGHBOR

Signature on above form does not constitute approval of plans presented, only notification of the proposed plans. Any concerns a neighbor may have regarding the proposed plans presented may be addressed, in writing, to the Association.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

NOTICE OF COMPLETION FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Court, Suite 101
Corona, CA 92879
Email: PROArchApps@pcminternet.com

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

Name:_____ **Date:** _____

Property Address: _____

Email Address: _____

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

Summary of Completed improvements:

_____

_____

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

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

□ If applicable, provide a copy of the necessary permits (building or otherwise), written authorization or approval for the improvement, or such other evidence of official consent by the City authorizing said improvement. Neither the Association nor the Architectural Committee assume any responsibility for failure to obtain such permits.

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

Owner's Signature: _____ Date: _____

****

ASSOCIATION USE ONLY

□IN COMPLIANCE
□NOT IN COMPLIANCE Corrections Required: _____

_____

_____

_____

Signature:_____ Date:_____

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

VIOLATION REPORT FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona, California 92879
Website: www.pcminternet.com

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

Name(s):_____

Address:_____

Summary of alleged violation(s):

_____

_____

_____

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

_____

_____

Reporting Owner's Information

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

Your name: _____

Address: _____

Phone: _____

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

REQUEST TO ADDRESS THE BOARD FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona, California 92879
Website: www.pcminternet.com

If you would like to address the Board on a specific topic or question(s) during the "Open Forum" portion of the Board meeting, please fill out the form below. Everyone's name will be called in the order they submitted their form. Please note, all Owners are limited to three (3) minutes to address questions and/or concerns with the Board. While "Open Forum" is a time for Members to raise questions, comments, issues, and/or concerns with the Board which will be noted, you may not receive an immediate response or decision. The Board may not take any action regarding the issue at that meeting unless it is on the agenda for that meeting.

Name:_____ **Date:** _____

Property Address: _____

Email Address: _____

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

List all questions, comments, issue(s), and/or concerns you would like to raise with the Board during "Open Forum":

_____

_____

_____

_____

_____

By completing and returning this form, you acknowledge you may not receive an immediate response or decision, and the Board may not take any action regarding the issue(s) you raise at that meeting.

Owner's Signature: _____ Date: _____

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

NOTICE OF AUTHORIZED ANTENNA - SATELLITE INSTALLATION FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Court, Suite 101
Corona, California 92879
Email: PROArchApps@pcminternet.com

Name:_____ **Date:** _____
Property Address: _____
Email Address: _____
Home Phone:_____ **Mobile Phone:** _____

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

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

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

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

Signature:_____ **Date:** _____

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

****

ASSOCIATION USE ONLY

□ IN COMPLIANCE
□ NOT IN COMPLIANCE Corrections Required: _____
_____
_____

Signature:_____ Date:_____

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

TENANT REGISTRATION FORM

Return to: Bloom at Edenglen Neighborhood Association
c/o Professional Community Management
1285 Corona Pointe Ct, Ste 101
Corona, California 92879
Website: www.pcminternet.com

Owner(s) Name: _____
Mailing Address: _____
Contact Information (phone, email): _____
Address in the Association: _____
Resident Key Fob #'s Assigned (if applicable): _____

Tenant (1):

_____
(Last Name) (First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Tenant (2):

_____
(Last Name) (First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Tenant (3):

_____
(Last Name) (First Name)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Owners are advised to review the CC&Rs and this Summary related to dispute resolution; in the event there is a conflict between the two, the terms of the CC&Rs shall apply.

ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS ("IDR")

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 disputes relating to the enforcement of the Association's Governing Documents, the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000, et seq.) and Section 7110, *et seq.* of the Nonprofit Mutual Benefit Corporation Code (individually referenced to herein as "Dispute" and collectively as "Disputes").

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. Parties may be assisted by an attorney or another person at their own cost. If so, the Owner must notify the Association at least seven (7) days prior to the meeting date of their plan to bring an attorney. The Association may cancel the meeting if such prior written notice is not provided.

3. An Owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

4. The Board shall designate at least one member of the Board to meet and confer, and more than one Board member may attend.

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 resolve the Dispute.

6. A resolution of the Dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board's 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 the law or the Governing Documents of the Association; and (b) The agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.

8. Owners may not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Please be advised that Civil Code Section 5925, 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 statutory requirements. If there is a dispute that may require ADR pursuant to California Civil Code Section 5925, et seq., please review all of the provisions of the ADR statute and CC&Rs, and/or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the relevant ADR statute are the Association (through the Board) and all Owners.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Civil Code Section 5930 provides that the Association or Owners may not 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 proceedings for any of the following purposes:

1. Enforcement of the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000, et seq.);

2. Enforcement of the California Nonprofit Mutual Benefit Corporation law commencing with Corporations Code Section 7110 of Division 2 of Title 1; or

3. Enforcement of the Governing Documents.

Please note that private disputes between Owners or Residents, or between the Board and a third party such as a contractor, are not subject to the ADR statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of $5,000.00. The following types of disputes 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 5620;

3. Claims for money damages in excess of $6,250.00 in conjunction with a claim for declaratory, injunctive, or writ relief;

4. Action for 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 it will be deemed rejected; and

4. If the Responding Party is an Owner of a separate interest, a copy of Civil Code Section 5925 et seq.

SERVICE: A Request for Resolution may be served by personal delivery, first-class mail, express mail, 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 a Request for Resolution, the Responding Party, whether the Association or an Owner, has thirty (30) days in which 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 the acceptance; however, the parties can agree in writing to extend this period.

COST OF ADR: The cost of ADR shall be borne equally by the 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 Civil Code Section 5945.

CERTIFICATE: If a 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 Civil Code Section 5925, et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE 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 dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's 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 to seek independent counsel in the event that you, as an Owner, have further questions.

The Association will annually provide its Members with a summary of the provisions of Civil Code Section 5925, et seq. that specifically references those sections. The summary shall include the following language: "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 your right to sue the Association or another member of the Association regarding enforcement of the Governing Documents or the applicable law."

The preceding summary has been provided in accordance with Civil Code Section 5965.

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

This summary is intended for the general information of the Association's Members and specific reference should be made to the actual language of the Civil Code in any particular set of circumstances. The Association shall not be liable for reliance upon or interpretation of this summary by any party.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

ELECTION RULES AND PROCEDURES

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

1. Election Campaigns

a. The Association shall ensure that, if any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign for purposes that are reasonably related to that election, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but it may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.

b. There shall be equal access afforded to Association Property meeting spaces during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

c. A meet-the-candidates night may be held where they will have equal opportunity to introduce themselves to the Members.

d. Association funds may not be used for campaign purposes in connection with any Board election.

e. Association funds may not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law. Campaign purposes include, but are not limited to, the following:

   i. Expressly advocating the approval or defeat of any candidate that is on the election ballot.

   ii. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials provided that this is not a campaign purpose if the communication is one requiring that equal access be provided to another candidate or advocate.

2. Candidate Qualifications

a. Candidates must be a Member of the Association at the time of nomination, other than directors who are nominated and/or appointed by the Declarant.

b. Candidate must be a natural person, not a corporation or a trust. A corporation or trust may be represented by the appointment of a natural person. The appointment must be in writing with documentation confirming both the appointment and the authority to make such an appointment.

c. Candidates for election to the Board shall be disqualified for any of the following reasons:

i. If the candidate, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest and the other person is either properly nominated for the current election or an incumbent director.

ii. If the candidate is not current in the payment of all regular and special assessments, excluding fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party; provided, however, that a nominee shall not be disqualified for failure to be current in the payment of regular and special assessments if the nominee has paid the regular or special assessment under protest pursuant to California Civil Code section 5658; entered into a payment plan pursuant to California Civil Code section 5665; or the nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Sections 5900 - 5920 of the California Civil Code.

iii. If the nominee discloses, or if the Association becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the insurance required by Civil Code section 5806 or terminate the Association's existing insurance coverage required by Civil Code section 5806 as to that person should the person be elected.

d. Only votes for nominated candidates who have accepted the nomination prior to the tabulation of votes shall be counted.

e. All qualifications for a candidate for election to the Board of Directors shall also apply to directors on the Board of Directors. A director who ceases to be a member shall be disqualified from continuing to serve as a director.

3. Nomination Procedures

a. Candidate statement solicitation notices must be sent to the Members by the Association and shall include a deadline that is at least thirty (30) days after the solicitation notice has been sent.

b. Completed candidate nomination forms may also include a candidate's statement or indicate that the candidate has declined to submit a statement. The Association shall distribute candidate statements as submitted and is not responsible for the content of any candidate statement submitted. If photographs are to be included, then equally sized photographs shall be used for each candidate. Statements received must be no more than 500 words. Any statement longer than 500 words may be truncated following the 500th word.

c. Any candidate nominated by another person will be contacted to confirm his or her consent to run for election to the Board.

d. The Association shall provide a written or electronic communication within seven (7) business days of receiving a nomination that approves or rejects the Member's nomination to appear as a candidate on the ballot. If the Member's nomination is not accepted as a qualified candidate for the Board of Directors, the Association shall provide a basis for the disqualification, and the procedure following Civil Code section 5900 explaining how the nominee may appeal the disqualification.

e. Qualified candidates will be included on the candidate registration list and ballot that is mailed to the Members.

f. Completed candidate statements that are received by the deadline may be re-typed and included with the ballot that is mailed to the Members. Incumbents may be identified by an asterisk on the ballot mailed to the Members.

g. Self-nominations can occur using the returned candidate statement. Nominations will close no later than sixty-one (61) days prior to the scheduled election, and the Association cannot accept any additional nominations after the close of nominations. Once nominations have been closed, no write-in candidates are allowed on ballots, and nominations from the floor are not permitted.

4. Election Process

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

b. If more than one party is listed on title to a separate interest, only one Owner may submit his or her signed envelope to vote.

c. The Board may fix, in advance, a date as the record date for determining which Members are entitled to cast written ballots. Such "written ballot" record date shall be not more than sixty (60) nor less than ten (10) days before the date on which the first written ballot is mailed or solicited. If no "written ballot" record date is fixed, Members on the day the first written ballot is mailed or solicited who are otherwise eligible to vote are entitled to cast written ballots.

d. Voting for the election of directors shall be by secret written ballot as required by law or as otherwise required in the Governing Documents. Members may vote by proxy in accordance with the Bylaws.

e. Owners may cast one vote for each open position. For example, if there are two open positions, an Owner is entitled to cast two votes.

f. Election to the Board shall be by cumulative voting. Each Member shall be entitled to vote, in person or by proxy, as many votes as such Member is entitled to exercise as provided in the Governing Documents multiplied by the number of directors to be elected or removed by the class of membership to which the Member belongs, and he or she may cast all of such votes for or against a single candidate or director, or such Member may distribute them among the number of candidates or directors to be elected or removed by that class of membership, or any two or more of them. The candidates receiving the highest number of votes up to the number of directors to be elected by the respective membership class shall be deemed elected.

g. The candidates receiving the highest number of votes shall be elected.

h. Any director election that results in a tie shall be determined by the flipping of a coin or drawing of straws.

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

a. The Association shall maintain a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.

b. The Association shall permit Members to verify the accuracy of their individual information on both the candidate registration and voter list at least thirty (30) days before the ballots are distributed.

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

6. Inspector of Elections

a. An Inspector of Elections will be appointed for each election by the Board at a Board meeting held prior to the distribution of election materials and shall serve as the Inspector of Elections for all elections until a new Inspector of Elections is appointed by the Board.

b. If there is an election or vote between annual elections of the Board, the Board may retain the Inspector of Elections from the last election, or the Board has the authority to appoint a different Inspector of Elections at the Board's discretion.

c. The Board may remove and replace any Inspector of Elections prior to the tabulation of votes for any reason.

d. There shall be one (1) or three (3) Inspectors of Elections for any election. If there are three (3) Inspectors of Elections, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors of Elections.

e. Inspector(s) of Elections may designate others, who are not candidates or related to a candidate, as assistants to facilitate the ballot counting process. Assistants will work under the direction of the Inspector(s) of Elections.

f. Inspector(s) of Elections shall be an independent third party who is not currently employed by or under contract to the Association for any compensable services other than serving as Inspector of Elections and may be a member of the Association. The Board may retain a CPA or other professional of choice who is not otherwise under contract to serve as an Inspector of Elections at an additional expense to the Association.

g. Inspector(s) of Elections or their designated assistants cannot be a director or a candidate for director or related to a director or a candidate for director.

h. Inspector(s) of Elections determine the number of Members entitled to vote and the voting power of each.

i. Inspector(s) of Elections determine the authenticity, validity, and effect of proxies, if any.

j. The Inspector of Elections shall deliver or cause to be delivered within thirty (30) days of an election the ballot and the current version of the Association's Election Rules. Ballots shall be delivered via individual delivery pursuant to the current Civil Code Section 4040, and election rules may be provided by including a website address on the ballot with the phrase in 12-point font "The rules governing this election may be found here: _."

k. Unless the Inspector(s) of Elections designates a different location to receive ballots, the location to receive ballots will be Management's business office address.

l. Inspector(s) of Elections shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

m. Inspector(s) of Elections shall count and tabulate all votes. All votes shall be counted and tabulated by the Inspector(s) of Elections in public view at a duly noticed Board or Member meeting. All accounting and tabulations will be done in an open setting to allow Members to watch and listen. Members who are not Inspector(s) of Elections cannot participate in such discussions.

n. Inspector(s) of Elections shall determine when the polls open and close.

o. Inspector(s) of Elections shall determine and announce the results of the election.

p. Inspector(s) of Elections shall report the results of the election promptly to the Board, and the results are to be recorded in the next regular session Board meeting minutes.

q. Inspector(s) of Elections shall perform any act as may be proper to conduct the election with fairness to all Members in accordance with the Governing Documents.

r. Inspector(s) of Elections shall perform all duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

7. Ballot Rules

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

b. Failure to include any of the above shall not invalidate the ballot.

c. Once a ballot is received, it is deemed irrevocable, even if it is still in an unopened envelope.

d. If a Member loses his or her ballot, a new one can be obtained from the Inspector of Elections or from the Manager prior to the meeting. However, if a ballot is already on file from that separate interest, then no new ballot will be given.

e. A Member, who signs or otherwise marks their ballot with an identifying mark, waives their rights to secrecy. The Association is not responsible for redacting personal information that is added to the ballot by a Member.

f. Unmarked ballots may be counted toward quorum purposes only.

g. The Association shall be prohibited from denying a ballot to a Member for any reason other than not being a Member at the time ballots are distributed. In addition, the Association shall be prohibited from denying a ballot to a person with a general power of attorney for a Member. The ballot of a person with a general power of attorney for a member shall be counted if returned timely.

8. Election by Acclamation and Voting Procedure

Notwithstanding the secret balloting requirement in Civil Code section 5100, or any contrary provision in the Governing Documents, when, as of the deadline for submitting nominations provided for in

Civil Code section 5115(a), the number of qualified candidates is equal to and not more than the number of vacancies to be elected, as determined by the Inspector of the Elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all of the following conditions have been met:

a. The Association has held a regular election for the directors in the last three (3) years. The three (3) year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.

b. The Association provided individual notice of the election and the procedure for nominating candidates as follows:

i. Initial notice at least ninety (90) days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code section 5115. The initial notice for an election of the Board of Directors or recall election shall include all of the following:

1. The number of Board positions that will be filled at the election.

2. The deadline for submitting nominations.

3. The manner in which nominations can be submitted.

4. A statement informing Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.

ii. A reminder notice provided via individual delivery between seven (7) and thirty (30) days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code section 5115. The reminder notice for an election of the Board Directors or a recall election shall include all of the following:

1. The number of Board positions that will be filled at the election.

2. The deadline for submitting nominations.

3. The manner in which nominations can be submitted.

4. A list of the names of all of the qualified candidates to fill the Board positions as of the date of the reminder notice.

5. A statement reminding Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified

candidates as there are Board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of Board positions to be filled.

c. The mailing of a notice, postage prepaid, shall be considered notice served, forty-eight (48) hours after the notice has been deposited in a regular depository of the United States mail. Such notice shall be posted in a conspicuous place on the Association Property and is deemed served on a Member if no address for such Member has been then furnished the Secretary.

d. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication acknowledging the nomination to the Member who submitted the nomination.

e. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication to the nominee, indicating either of the following:

   i. The nominee is a qualified candidate for the Board of Directors.

   ii. The nominee is not a qualified candidate for the Board of Directors, the basis for the disqualification, and the procedure by which the nominee may appeal the disqualification

f. The Association may combine the written or electronic communication described in paragraphs 8(d) and 8(e) into a single written or electronic communication if the nominee and the nominator are the same person.

g. The Association permits all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to subdivisions (b) to (e), inclusive, of Civil Code section 5105.

h. The Board votes to consider the qualified candidates elected by acclamation at an open meeting for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

9. Tabulation Rules

a. Once received by the Association, the sealed ballots shall be in the custody of the Inspector of Elections or at a location designated by the Inspector of Elections at all times.

b. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. Members, who are not Inspectors of Elections, must remain at least five (5) feet away from the counting area.

c. Inspector of Elections can cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

d. Any election that results in a tie shall be resolved by the flipping of a coin or drawing of straws. The Inspector(s) of Elections shall be given the authority to determine the method to break the tie, which will be performed at a properly noticed open meeting.

10. Post-Election Rules

a. In addition to recording the election results in the minutes of the next regular Board meeting, the Association shall keep annual meeting minutes that reflect the results of the election.

b. After the tabulation of the votes, the Inspector of Elections shall maintain all election materials in a secure place for no less than one (1) year after the date of the election. After the time for challenge has expired, all election materials will be transferred to the custody of the Association and the Association shall maintain all election materials in a secure place for no less than three (3) years after the date of the election.

c. The Board shall publicize the tabulated results of the election in a communication directed to all Members within fifteen (15) days of a successful (quorum-achieved) election.

BLOOM AT EDENGLEN NEIGHBORHOOD ASSOCIATION

POLICY AND PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS, FEES, CHARGES, AND COSTS

Prompt payment of Assessments by all Members is critical to the financial health of the Association, and to the enhancement of property values. The Board has adopted this Policy and Procedure for Collection of Delinquent Assessments, Fees, Charges, and Costs ("Collection Policy") to provide a fair, consistent, and effective manner for the collection of delinquent amounts owed to the Association. Owners are advised to review the CC&Rs related to Assessments, collections, and liens, and in the event there is any conflict between the CC&Rs and this Collection Policy the terms of the CC&Rs shall control.

The following are the Association's Assessment collection practices and policies, pursuant to Civil Code Section 5730 and payment plan standards consistent with Civil Code Section 5665.

Assessments – All Assessments as defined in the CC&Rs are subject to this Collection Policy and include other sums levied, or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent Assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against an Owner's account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid Assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the Owner's separate interest to satisfy the payment of Assessments, fees and costs owed to the Association.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the Owner's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all remaining sums owed.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the Owner's account pursuant to Civil Code Section 5650 through Section 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The Owner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board shall meet with the

Owner in executive session within **forty-five (45) days from the postmark date of the Owner's request**. Payment plans may be approved at the sole discretion of the Board, based upon the circumstances of each delinquent account. The Owner's account will be charged a $35.00 per month payment plan monitoring and administration fee (which is subject to change) until the payment plan is fulfilled. A payment plan request or approved payment plan will not impede the Board's ability to record a lien on the Owner's separate interest.

Personal Liability - All Assessments, late charges, interest, and costs of collection, including attorney fees, are the personal obligation of the Owner of the separate interest at the time the Assessment or other sums are levied according to Civil Code Section 5650 through Section 5740.

Returned Check Charges - The bank charge shall be added to the account of any Owner whose check to the Association is returned dishonored by the member's bank or credit institution.

Statements - Monthly statements are a courtesy to Owners and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs that have been charged to the account.

Waiver of Charges - If an Owner's account becomes delinquent and the Association is required to incur certain charges due to the Owner's delinquency, the Association's policy is to not waive the delinquent Owner's payment of these real (or actual) charges incurred by the Association. Other Owners should not have to pay for the collection charges incurred due to an individual Owner's delinquency.

PROCEDURE:

Due Date: Regular Assessments are due on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees, and costs are due upon the date incurred.

DELINQUENCIES:

15 Days Past Due: The account becomes delinquent, and a **late charge** equal to ten percent (10%) of the delinquent assessment or ten dollars ($10.00), **whichever is greater**, is charged to the delinquent Owner's account.

30 Days Past Due: Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the Owner's account and appear on their statement.

Two Months Past Due: A prelien package and letter as set forth in Civil Code Section 5660 is sent to the Owner(s) mailing address of record by certified mail informing them of their right to participate in dispute resolution under the Association's "meet & confer" program and that the Association may record a lien against the Owner's separate interest in the event full payment of delinquent Assessments is not received within thirty (30) days without additional notice. The

delinquent Owner's account shall be charged for issuance of the "**Notice of Intent to Lien**" letter, plus the administration fee per Owners exceeding two.

Three Months Past Due: Upon Board approval, the Association shall proceed to have a "**Notice of Delinquent Assessment"** prepared and recorded against the Owner's separate interest on behalf of the Association. The delinquent Owner's account shall be charged an administration fee per Owners exceeding two, the applicable County recording fee, and fees and costs associated with the preparation and recording of the assessment lien. In addition, a copy of the "Notice of Delinquent Assessment" shall be mailed to the delinquent Owner by certified and first-class mail.

Pre-Foreclosure: Upon Board approval, and after thirty (30) days from recording the Notice of Delinquent Assessment, the delinquent account is assigned to the Association's attorney to prepare an **Intent to Foreclose letter** to be sent to the delinquent Owner advising that the attorney will initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent Owner of their right to participate in dispute resolution under the Association's "meet and confer" program or by alternative dispute resolution.

Foreclosure: If not paid at the expiration of the fifteen (15) day period, the attorney may commence a non-judicial or judicial foreclosure of the Assessment lien by recording a Notice of Default and serving it upon the delinquent Owner with a copy of the Board's decision to foreclose. The foreclosure may be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust or pursuant to Civil Code Sections 5700 through 5720. No foreclosure sale shall take place until delinquent Assessments exceed $1,800.00 or the Assessments are more than twelve months delinquent.

In lieu of proceeding with the foreclosure of the Assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

The Association's address for overnight delivery shall be:

Bloom at Edenglen Neighborhood Association
c/o Pro Branch Delinquency Department
27051 Towne Centre Drive, Suite 200
Foothill Ranch, CA 92610

NOTICE OF 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 thirty (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 twenty-one (21) days, and to provide an Owner with certain documents in this regard. (Section 5685 of the Civil Code)

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

PAYMENTS

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

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

An Owner may dispute an assessment debt by submitting a written request for dispute resolution to the Association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an Association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

An Owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

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

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