

BONITA VILLAGE MAINTENANCE CORPORATION

COMMUNITY HANDBOOK **(Rules & Regulations; Architectural Guidelines; Policies, etc.)**

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INTRODUCTION

Welcome to Bonita Village!

Bonita Village is a community containing 142 Condominium Units. The Bonita Village Corporation Maintenance Corporation (“Corporation”) created this Community Handbook. Inside you’ll find practical rules, regulations, and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents.

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Bonita Village remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Bonita Village (“Declaration”) and the Corporation’s Articles of Incorporation and Bylaws. The Declarations, Bylaws, Articles of Incorporation, and this Community Handbook are collectively referred to herein as the “Governing Documents”. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Managing Agent for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests, and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Managing Agent:

ACTION PROPERTY MANAGEMENT, INC.

1250 Corona Pointe Court, Suite 404

Corona, CA 92879

Phone 800-400-2284

Fax 800-272-0720

If you want to make any modifications to Improvements within your Unit a request must be submitted to the Managing Agent in writing for approval by the Architectural Committee. The procedures and guidelines for such modifications are located in the Architectural Guidelines and Procedures section of this Community Handbook.

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

Bonita Village Maintenance Corporation

The purpose of the Corporation is to operate, manage and maintain Bonita Village for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe in the Bonita Village community.

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

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

To report problems related to the Corporation Property (such as landscape, sewer, street problems, etc.); please contact the Managing Agent.

COMMUNICATION

Bonita Village is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the project, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Corporation welcomes communication from its members. Please feel free to call or write to the Managing Agent, the Corporation's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Corporation have maintenance and inspection obligations. Owners should consult their maintenance guide, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Condominium.

Similarly, specific maintenance and inspection requirements for the Corporation are set forth in the Corporation Maintenance Guidelines, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Corporation is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Property.

SEVERABILITY

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

RULES & REGULATIONS

INTRODUCTION

The Rules and Regulation for Bonita Village are intended to foster an environment of neighborliness, consideration and cooperation. All Owners, residents, tenants, and their guests are required to follow these Rules and Regulations for the greater good of the project and its well-being. The Board has adopted these Rules and Regulations, set forth below, which supplement the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Common Property include, but are not limited to, the buildings, private streets and driveways, street lights, private utility installations and equipment, walls, fencing, entry gates, parking areas, drainage facilities, irrigation facilities, mailboxes, landscaped areas and recreational facilities.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Corporation's Governing Documents, including these Rules and Regulations or Architectural Guidelines and Procedures, then a member may submit a Rules and Violation Report to the Managing Agent, describing the violation at hand, the Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please complete a Rules and Violation Report Form and submit it to the Managing Agent. A copy of a Rules and Violation Report can be found in the "Forms" section of this Community Handbook. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

GENERAL RULES

General rules of good conduct should be observed at all times. The following are general guidelines you must observe at Bonita Village:

1. No clothesline or drying rack may be erected, maintained or used in the exterior of the Project, except in a Member's exclusive use backyard, if any. No item may be draped over fences, trees or building walls or railings.
2. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices.
3. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Common Property, if it is determined that the damage was caused by the Owner, their lessees, guests, employees or contractors.
4. Owners may not borrow or remove any equipment or property belonging to the Corporation.

5. All Owners are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the Property or resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors, licensees to solicit.

ANIMALS

Art. IX, Section 6 of the Declaration sets forth use restrictions regarding animals.

1. All resident must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Each resident may have a maximum of two (2) common household pets (as provided in Art. IX, Section 6, of the Declaration), so long as they do not result in unreasonable annoyance and are not obnoxious to other residents.
3. Residents are responsible for any damage to the Common Property caused by their pets. Residents may be assessed and/or penalized by the Board for such damage.
4. Fecal waste deposits made by pets on any Common Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any resident not complying with this provision may be subject to a Compliance Assessments. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.
5. Pets are not permitted to roam in the Common Property and may not be raised, bred or kept for any commercial purposes.
6. Any person bringing an animal upon or keeping an animal in the Corporation is liable for any injury or damage to persons or property caused by such animal.
7. The Board, may prohibit any animal that, in its opinion, constitutes a danger or nuisance.
8. An animal otherwise prohibited by the Governing Document kept by a resident for the purpose of servicing the resident's disability, may be kept provided: (i) the resident submits appropriate documentation to the Board verifying the existence of a legally-defined disability; (ii) the service animal is properly cared for by the resident (i.e., kept healthy, clean, and properly groomed and waste material is properly disposed of); and (iii) the animal is not unruly or disruptive (e.g., barking, growling, running loose, displaying aggressive behavior, etc.). All applicable pet rules shall apply to service animals.

Balcony/Deck/Patio

1. Residents must maintain the interior surface areas of their balcony or patio in a neat and attractive manner. (The Corporation is responsible for the structural integrity and original waterproof material installed.)
2. Clothes, rugs or any other type of similar material may not be hung on balconies or railings. Drying or laundering of clothes or any other items is not permitted on any balcony or patio area or Common Property. A privacy screen may be attached to the railing with zip ties, so as not to damage the railings. Patio lights may be attached to the inside of the balcony rails with zip ties or similar to not damage the rails. No items may be hung from the corbels. (Corbels are the triangular wood corners at the top portion of the balconies.)
Pull down shades are allowed, mounted inside the balcony. Shades and their hardware must be beige, off white or brown. Privacy screens may be attached to balcony rail with zip ties and may not extend above or below the rails. No room dividers are allowed on the balconies.
3. Balconies/patios may not be used for storage of any kind. Only patio-type furniture, not indoor furnishings, may be placed on balconies or patios.
4. Bicycles shall not be stored on balconies/patios.
5. The Architectural Review Committee must approve, in advance, any floor covering to be installed on balconies.
6. Live plants or plant material must have appropriate drainage saucers. Plants or plant material is limited to a reasonable number, not to exceed five (5) plants. Any plants or plant material that is determined to cause damage to the Common Property must be removed at the homeowner's expense. Homeowners are liable for any replacement of damaged property. If a resident places a potted plant on any balcony or deck above the first floor Condominium Units, this will void any and all home warranty assurances provided by the Developer. Small plants may be hung on the metal balcony rails, on the inside surface.
7. No resident shall install plants or personal items in any portion of the Common Property.
8. Pets may not be left unattended on any balcony or patio area. Any fecal waste must be cleaned immediately and may not be left to accumulate. Residents are prohibited from washing any fecal waste off any balcony so as to have it fall onto any other adjoining Condominium Units or Common Property.
9. Any item placed on the balcony or patio area must easily move. Any one item may not exceed 200 pounds.
10. The Board reserves the right to restrict any item from being placed on the balcony/deck/patio.
11. Members shall be responsible for the cost of repairing any damage to: (i) their own property; (ii) the property of others; and (iii) the Corporation Property resulting from any item stemming from, or action or omission related to, balcony, deck, or patio area.

Barbeque (BBQ) Restrictions:

1. BBQs shall not be placed on any second or third floor balcony or deck and are only allowed on 1st floor patios. The Corporation is not responsible for lost or stolen property left in the patio areas.
2. Only propane gas or electric BBQs are permitted and homeowners are limited to one (1) per household –charcoal or wood burning BBQs, smokers, or cooking devices are prohibited.
3. BBQs must be maintained in a neat and attractive manner.
4. BBQ must have a storage area with a cabinet for the propane tank. Exposed propane tanks are prohibited.
5. All BBQs must have an appropriate cover when not in use. The cover must be specifically made for BBQs and must be either black or neutral in color.
6. BBQs may not cause a nuisance and should be handled with care.
7. All residents operating a BBQ are fully liable and responsible for its use, care and maintenance.
8. The Board reserves the right to prohibit any type of BBQ or any other open flame device, the Board deems a nuisance or liability or if required by the Fire Marshall for the County of Los Angeles or the Corporation’s insurer.

COMMERCIAL ACTIVITY

Refer to Article IX, Section 1, of the Declaration sets forth restrictions on business and commercial uses of the property.

DOORS AND DOORBELLS

1. Door handles and deadbolts may be changed but must be black and of similar style as the original hardware.
2. “Ring” and similar camera doorbells are allowed but only if installed near the front door and not larger than 3” x 5”. Doorbells and their associated hardware may not be installed on the door itself. Hardware should be black
3. Doors should be completely painted with no white showing (such as when hardware is changed). Paint touchups should be performed immediately if needed when the hardware is

changed. The paint colors can be obtained from Management and in the Governing Documents folder on the Resident Portal. No door color changes are allowed.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 14th.
2. Location. Holiday decorations must only be displayed within such Owner's exclusive use area. No Owner may place holiday decorations on Common Property structures or landscape. Owners may not damage or puncture the building in the process of displaying decorations.

Damage. Each Owner is liable to the Corporation for any damage to Common Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, invitees or any resident of his or her Condominium Unit.

PARKING AND VEHICLE RESTRICTIONS

Article 9, Section 11, of the Declaration sets forth parking and vehicle restrictions.

1. No repair, maintenance or restoration of any vehicle may be conducted in the Corporation, except for emergency repairs necessary to enable the vehicle to be moved to a proper repair facility. No person may operate or hire in any portion of Bonita Village any vehicle repair, maintenance, car detailing, washing or restoration business. Car washing is not permitted anywhere in the Association.
2. Unless otherwise required by law, garages shall be maintained in such a manner as to accommodate at least the number of vehicles for which it was originally constructed by developer. Cabinets or storage may not be constructed or maintained in such a way as to prohibit the parking of the number of vehicles.
3. All Authorized Vehicles owned or operated or within the control of an Owner or resident of an Owner's Unit shall be parked within the garage or driveway of the Owner's Unit or in a Common Area guest parking spot in accordance with the Parking Program Requirements at all times when not otherwise in use. The Owner's garage or driveway should be utilized first before a Common Area guest parking spot is utilized. Vehicles parked in the driveway may not block the sidewalk.
4. Prohibited Vehicles as defined under Article 9, Section 11 of the CC&Rs and the section titled "Miscellaneous Vehicles" below may not be parked in driveways or in guest parking at any time.
5. Any vehicle parked improperly, illegally, or otherwise in violation of the Association's Governing Documents may be subject to tow at the vehicle owner's expense and/or any other enforcement action for violation of the Association's Governing Documents as authorized under the Association's duly adopted Enforcement Policy. Parking in the fire lanes or "No

Parking” zones is strictly prohibited and such vehicles are subject to immediate tow at vehicle owner’s expense.

6. Each Owner is responsible for advising the Owner’s family, tenants, and guests of the parking regulations.
7. Excessive oil leaks and stains caused by a user’s vehicle within any parking space or driveway within the Common Property will be subject to fines and/or the cost of cleanup and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
8. All drivers must maintain safe and proper speeds and observe a maximum speed of ten (10) miles per hour while driving in the Corporation.
9. Overnight parking in all Common Area guest parking spots is regulated according to the Safelisting Parking Program Requirements and Procedures. Safe listing is required for all vehicles parked in any Common Area guest parking spot between the hours of 10:00pm to 6:00am.
10. Owners, residents and guests shall not park in front of garages as they are considered fire lanes. A vehicle may be parked in front of the garage with hazard lights on, for no more than 15 minutes for the purpose of loading or unloading items from a vehicle, unless a variance is granted by the Board. Any vehicle parked in front of a garage for longer than 15 minutes is subject to immediate tow at the owners’ expense.

Any violation of the Parking and Vehicle Restrictions may result in your vehicle being towed at the vehicle owner’s expense and/or any other enforcement action for violation of the Association’s Governing Documents as authorized under the Association’s duly adopted Enforcement Policy.

SAFE LISTING PARKING PROGRAM REQUIREMENTS AND PROCEDURES

The following procedures have been adopted to regulate the Common Area guest parking spots.

1. Each unit in Bonita Village may activate a safelist profile with the Patrol vendor that will allow that unit to safelist vehicles parked in the Common Area guest parking spots. Vehicles eligible to be safe listed are Authorized vehicles owned by an Owner, tenant, resident, guest, invitee or vendor. Instructions to create your safelist profile and to safelist a vehicle have been mailed to every unit, however if you need further instructions please contact the Property Manager.
2. Each unit is allowed a maximum of Forty-five (45) safelist days over a rolling ninety (90) day period. The ninety (90) day period will begin for a unit on the date the first safelist confirmation number is requested by that unit.
3. Safe listing is required for all vehicles parked in any Common Area guest parking spot including handicapped parking spaces, between the hours of 10:00pm to 6:00am.

4. Any vehicle parked in a designated handicapped guest parking space which does not display a valid handicapped parking placard, or which is not otherwise validly identified as a vehicle permitted to park in handicapped parking is subject to immediate tow without notice.
5. In addition to displaying a valid handicapped parking permit, any vehicle parked in a designated handicapped guest parking space must also comply with all other aspects of the Association's parking restrictions including but not limited to safelist requirements.
6. The parking space located in front of the pool area on the far West side is reserved for use by the US Postal Service only. No parking in this space other than by official USPS vehicles is allowed regardless of whether the vehicle is safe listed.
7. The remaining parking space located in front of the pool area is for drop off and pick-up only. You may park in this space only while dropping off or picking up for up to a maximum of **10 minutes only**. No parking in this space exceeding 10 minutes is allowed regardless of whether the vehicle is safe listed.
8. Owners, residents, guests, and invitees park in the Association at their own risk. The Association is not responsible for the security of any vehicle parked in any location in the community and shall not be responsible for losses or damages of any kind whatsoever resulting from theft, property damage, or other criminal acts. This includes any such losses or damages incurred as the result of an Owner or resident being required to park outside of the Community in the event there is no parking available inside the Community.
9. Any vehicle parked improperly or illegally may be subject to tow at the vehicle owner's expense. Parking in the fire lanes or "No Parking" zones is strictly prohibited, and vehicles are subject to immediate tow at the vehicle owner's expense. Parking in driveways obstructing the sidewalks is prohibited.
10. A safelist confirmation number does NOT guarantee a parking space. All parking is available on a first come, first served basis. It is recommended that you do not safelist a vehicle until you have secured a parking spot.
11. The Association and/or the Patrol vendor, will not be responsible should any vehicle be towed for violation of this Parking Program or any of the Bonita Village Maintenance Corporation's Covenants, Conditions, and Restrictions (CC&R's).
12. The Association may revoke the safelist parking privileges issued to any unit, if that unit is found to be in violation of the Rules and Regulations, CC&Rs or any of the Association's governing documents. The Association may only do so after having afforded the owner of the home a "due process" violation hearing.

MISCELLANEOUS VEHICLES

Authorized Vehicles:

The following vehicles are Authorized Vehicles for parking in the community:

- Standard passenger vehicles including automobiles
- Passenger vans designed to accommodate ten (10) or fewer people

- Motorcycles (provided they operate at levels not exceeding 45 decibels), and
- Pick-up trucks having a manufacturer's rating or payload capacity for one (1) ton or less

The dimensions of each of such foregoing vehicles may not exceed the following:

- Seven feet (7') in width from farthest point to point, including mirrors and tires
- Eighteen feet (18') in length, including bumper attachments and hitches
- Six feet, four inches (6' 4") in height, including roof racks or other projections

The Board of Directors has the power to grant variances and deem any vehicle an Authorized Vehicle if such determination is in the best interests of the Association.

Oversized Vehicles:

The Association requires that vehicles fit "safely" within the designated parking spaces, not protruding in the red curb fire lanes.

Prohibited Vehicles:

The following vehicles are prohibited from parking within the Association including using a Common Area guest parking spot, unless such vehicle is parked wholly within an enclosed garage with the garage door closed:

- Vehicles out of current registration
- Vehicles currently registered as non-operational
- Vehicles which are registered but not street legal (off road vehicles)
- Storage pods or other forms of storage bins such as dumpsters
- Busses or vans designed to accommodate more than ten (10) people
- Vehicles having more than two (2) axels
- Any vehicle or vehicular equipment deemed a nuisance by the Board
- Any other vehicle not classified as an Authorized Vehicle

Commercial Vehicles:

Commercial vehicles are not allowed to park in the Common Area guest parking spots. Prohibited Commercial Vehicles are defined as, but are not limited to, vehicles having any of the following attributes:

- Logos
- Company names
- Over one (1) ton
- Gates, or lifted gates
- Flatbeds
- More than two axles
- Vans or buses designed to carry more than ten (10) persons

Recreational Vehicles:

Recreational vehicles will not be allowed to park in the Common Area guest parking spots. Recreational vehicles are defined as, but not limited to, vehicles like the following:

- Motor homes

- Personal watercraft
- Trailers of all types
- Boats
- Aircraft

TOWING POLICY

1. This Parking Policy will be strictly enforced. In addition to the Rules and Regulations and this policy, all vehicles parked in the Association shall be subject to the California Vehicle Code Section 22658, as may be amended, or any successor statutes, and applicable City or County codes or ordinances. NOTE: California Vehicle Code Section 22658 authorizes the Association to remove vehicles from the Community pursuant to the requirements and restrictions set forth therein. In that event, the owner of the vehicle removed from the Community, regardless of whether that vehicle owner is an Owner or resident of the Association, or such Owner or resident's guest or invitee, shall be solely responsible for any and all costs associated with any such removal. Owners and/or residents of the Association shall be responsible for advising their guest and invitees of the Association's rules and restrictions governing parking in the community. **Safe listing is required between the hours of 10:00pm to 6:00am.**
2. Any vehicle parked in violation of the Association's governing documents including, but not limited to, the CC&Rs, Rules and Regulations, California Vehicle Code section 22658, or the Parking Policy is subject to be towed from the Association.
3. Any vehicle parked in violation is subject to being towed without further warning. The Association shall not be responsible for any costs or damages incurred by the owner of this vehicle.
4. Any vehicles parked in the FIRE LANES are subject to immediate tow at the vehicle owner's expense. Vehicles parked in front of a garage for more than 15 minutes are subject to immediate tow at the vehicle owner's expense.

RENTAL OF RESIDENCE

An Owner shall be entitled to rent the Owner's Condominium Unit for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. All Owners who rent their Condominium Unit shall submit names and contact numbers for their tenants to the property management company.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents is a default under the terms of the lease agreement.

3. A copy of all the Governing Documents must be provided by the Owner to the tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents.
4. A copy of any lease agreement must be provided to the Corporation.
5. Use privileges for amenities, Common Property transfers to the lessee or tenant. An Owner shall have no personal use privileges of the Common Property upon leasing their Condominium Unit.
6. No Condominium Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

TRASH AND RUBBISH

Article IX, Section 20, of the Declaration sets forth trash restrictions. All trash or waste must be disposed of properly. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in garage of the Unit. Trash containers may be placed out in view for pick up for a period not to exceed twelve (12) hours before and after scheduled trash collection hours.

Each homeowner is responsible for labeling their trashcans. All trashcans including recycle and green waste bins must be labeled with the corresponding unit address number. The labels must be affixed to the portion of the trashcan which faces the street for proper identification. The labels must appear in a neat and attractive manner (i.e. no spray paint or marker).

WATER SUB-METERS

Each owner will be billed for the water supplied to their Unit in addition to the regular monthly assessments. Owners are responsible to ensure that their sub-meter is in good working condition and are solely responsible for the cost to repair and/or replace their sub-meter. A deposit equal to a two (2) months average individual use will be collected during the close of escrow for each unit. The deposit will be refunded at the time an Owner sells their unit, provided that there is no outstanding amount owed for individual water use or needed repairs to the sub-meter.

SATELLITE INSTALLATION POLICY

Article IX, Section 15, of the Declaration sets forth provisions regarding antenna and satellite dishes.

1. If you would like to install a satellite dish device, you are required to fill out the “Notice of Satellite Dish Installation Form” PRIOR to installation of the device.
2. The Notice of Satellite Dish Installation Form must be mailed or faxed to the Managing Agent PRIOR to the installation of the device. Approval is not required provided you comply with ALL of the requirements stated below.
3. If you are unable to comply with the policy set forth, you must submit a variance to the Corporation PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board in a timely manner.
4. The device may not exceed thirty-six (36) inches or less in diameter.
5. The device should be located as far out of view as possible and may only be installed on a self-standing tripod contained to the Owner’s Exclusive Use Corporation Property or on the pre-installed stand that the builder constructed on the roof the unit.
6. All wires and cables must be securely mounted on the home and may not hang or dangle and if needed, the wires must be painted to match the exterior color.
7. If an Owner or resident installs a dish in an unauthorized location said Owner or resident will be responsible for the cost to removal the dish and all damages caused to the exterior of the building.

SIGNS

Article IX, Section 5, of the Declaration sets forth signage restrictions.

1. For each Unit, one (1) sign advertising the Unit for sale or rent may be erected provided it complies with the following requirements:
 - a. The sign is not larger than eighteen inches (18”) by thirty inches (30”) in size and having a face area not larger than three (3) square feet;
 - b. The sign is in the window of the unit or attached via zip ties to the inside of the balcony rail;
2. After the Unit has closed escrow, the sign must be removed within fifteen (15) days.
3. Other signs or displays must be approved by the Board or Architectural Review Committee prior to installation.
4. One (1) sign is permitted advising of the existence of security services protecting a home, which also must comply with the above requirements in item #1, a through b.

POOL AREA RULES

1. Residents under the age of fourteen (14) years of age are to be accompanied by a person, age eighteen (18) years old or older, at all times in the pool/ spa and in the tot lot area.
2. All residents and homeowners are required to use their key to access the pool. By using the Corporation's pool (or other Common Property facilities), the resident agrees to provide identification and proof of residency if asked by a Corporation representative or an employee of the Corporation. Acceptable proof of residency includes the following, common area key, common area pass if provided by the Corporation, photo state issued identification with your unit address. If your key is lost or stolen, the Corporation will charge a \$25 replacement fee.
3. Owners may assign their rights to use the pool and other Common Property facilities to tenants, who are renting the property. However, Owners who have assigned their rights to a tenant and do not otherwise reside in the property are not eligible to use the pool or other Corporation amenities.
4. Each Unit is entitled to bring no more than four (4) guests into the pool area at any time. Residents must stay with their guests while they are at the pool area. Unattended use of the Corporation's facilities by guests is prohibited. Members are responsible for any damage to the Common property caused by themselves, their family members, tenants or guests.
5. The pool/spa and barbeque area hours are as follows:

Sunday-Thursday 8:00 a.m. to 10:00 p.m.
Friday-Saturday 8:00 a.m. to 11:00 p.m.
6. Profanity, screaming or abusive language is not allowed in any of the pool areas or any of the Common Property recreational facilities.
7. Use of radios, boom boxes or other music equipment, without the use of headphones or another type of private listening device, is prohibited.
8. Glass containers or glass objects are prohibited in the pool areas and the tot lot.
9. Smoking is prohibited in all areas of the pool and recreation facilities. Smoking includes cigarettes, vaping, e-cigarettes, water pipes, or any device that emits smoke, odorless or otherwise.
10. Alcoholic beverages are prohibited from the pool facility and the tot lot at all times, unless these beverages are being served during the course of a sanctioned, Corporation function, where swimming will not be taking place.
11. Diving, jumping into the pool, running, horseplay or other dangerous behavior is strictly prohibited at all times.

12. Large flotation devices, rafts, surf boards, boogie boards or any other swim toys or equipment are not allowed in any of the Corporation pools.
13. Proper swim wear is required at all times. Anyone requiring protective undergarments (diapers) is required to wear appropriate protective swim garments (swim diapers/swimmers).
14. Pool furniture is to be used on a first come, first served basis. Pool furniture may not be “reserved” or held until others arrive.
15. Restrooms are to remain locked at all times. It is the owner’s responsibility to ensure that the restrooms are locked after each use.
16. Except for service or assistance animals, pets are prohibited in the swimming pool or spa area.
17. Homeowners are required to dispose of all trash in the proper receptacles. If there is an excessive amount of trash it is requested that the homeowner remove it from the pool area and dispose of in their own trash cans.
18. Furniture must be returned to the appropriate places when leaving the pool area. Pool furniture may not be moved out of the pool area.
19. Use of the pool and other recreational facilities is a privilege and may be revoked by the Board of Directors if any member or resident fails to adhere to the rules or unreasonably infringes upon other members or resident’s rights or enjoyment of the facilities.
20. **THERE IS NO LIFEGUARD ON DUTY.** The Corporation does not employ lifeguards. All persons using the swimming pool/spa/wading pool do so at their own risk, responsibility and liability. The Corporation is not liable for injury or harm caused to any person while using any pool or spa.
21. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency life saving equipment may not be moved or relocated from its mounted positions.
22. Intoxicated persons or persons under the influence of narcotics, drugs or medication that adversely affects a persons motor skills are prohibited from using or being in close proximity to the pool or spa.
23. With the exception of the spa timer, adjustment of any control regulating the pool or spa, lights or other common service is **PROHIBITED.**
24. All persons must leave the swimming pool and spa area if the maintenance crew requests the area to be temporarily vacated for cleaning and/or service.

25. The Corporation reserves the right to limit, on a reasonable basis, the number of people using the swimming pool and spa at any given time. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
26. Wheeled toys or vehicles, including, without limitation, skateboards, rollerblades, rollerskates, hoverboards, or bicycles are not allowed in the swimming pool or spa areas at any time.
27. Gates are to remain closed and locked at all times. The lending of access keys to nonresidents for use of the pool or spa is prohibited.
28. It is recommended that persons under the age of 14 years old and pregnant women not use the spa.
29. Pets are not allowed within the enclosed pool/spa/barbeque area.

VIOLATION AND FINE PROCEDURE

1. The Board shall direct a notice to the Owner advising of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the Owner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board.
3. The Board may determine that a “Notice of Hearing” is appropriate to send to the Owner as the second letter, instead of a “Final Notice,” when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Board may take any of the following actions:
 - a. Suspend the Owner’s voting privileges.
 - b. Submit the matter to the Corporation’s legal counsel for further action. Such action will take place in accordance with California Civil Code § 5975.
 - c. Levy a special assessment or penalty in the amount as outlined in section 5 below.

The penalty schedule is as follows:

Minor Violations:

\$100.00 – 1st Occurrence;
\$200.00 – 2nd Occurrence;
\$300.00 – Thereafter

ANIMALS // PET REGULATIONS - FINE SCHEDULE

Failure to keep animal on leash or otherwise restrained
\$200.00 – 1st Occurrence;
\$500.00 – 2nd Occurrence;
\$700.00 – Thereafter

Allowing excessive noise and failure to respect the pool/spa/barbeque area hours
\$200.00 – 1st Occurrence;
\$300.00 – 2nd Occurrence;
\$400.00 – Thereafter

Failure to clean up after pet
\$500.00 – 1st Occurrence;
\$1,000.00 – 2nd Occurrence;
\$1,500.00 – Thereafter, plus costs for damage to Association property

Animals bred, raised or kept on premises for commercial purposes
\$250.00 per animal

Injury to persons or damage to property caused by animals
\$500.00 + cost of repair

Dogs and/or other animals left on the patio unattended
\$200.00

RENTAL OF CONDOMINIUMS - FINE SCHEDULE

Failure to provide a lease agreement
\$1,000.00 – 1st Occurrence;
\$5,000.00 – 2nd Occurrence in a 12 month period;
\$10,000.00 – Each Occurrence Thereafter

Leasing for less than 30 days, hotel, time share or transient use
\$1,000.00 – 1st Occurrence;
\$5,000.00 – 2nd Occurrence in a 12 month period;
\$10,000 – Each Occurrence Thereafter

Subletting the unit

\$1,000.00 – 1st Occurrence;
\$5,000.00 – 2nd Occurrence;
\$10,000.00 – Thereafter, plus costs for damage to Association property

Violations of the Governing Documents or Rules presently in effect but not specifically identified on this schedule are subject to fines from \$100 - \$10,000 per occurrence, depending on the violation. Fines may be issued on a weekly, monthly, or one time basis. Costs incurred by the Association, if any, may be added to fines.

Homeowners are responsible for their tenants and/or guests and any violations and fines that may occur as a result of their actions.

All violation fines will be added to the offending homeowners association account. Homeowners are responsible for paying the monthly association dues regardless of violation fines.

Second or Subsequent violations of the Same Rule or Governing Documents by a Member, Occupant, Tenant or Guest who has been fined previously may be subject to doubling of the penalty.

These fines are subject to adjustment by the Board of Directors at the time of Hearing or at the Board's discretion for extenuating circumstances. Fines shall be in addition to an assessment equal to any applicable cost of repair. Violations continuing for more than sixty (60) days may receive additional fines and possible legal action.

Examples of major violations include, without limitation, failure to obtain approval from the Architectural Review Committee prior to making an exterior modification, negligent damage to Common Property, and life threatening or safety violations. **Compliance Assessments may be imposed for specific violations outlined in the Governing Documents.**

REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized improvements, recreational vehicle storage in driveways), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Unit Owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same 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.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute and subject to the Neighbor to Neighbor Dispute Policy.

Architectural Guidelines and Procedures

OBJECTIVE

The objective of the Architectural Review Committee (ARC) is to facilitate the evaluation of proposed Improvements for each Condominium Unit and Exclusive Use Area in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each Owner.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed Improvement must first comply with any and all requirements set forth in the Declaration, as well as all local codes and ordinances. Approval by the Corporation does not, however, constitute a representation or warranty by the Corporation that the proposed Improvements comply with local, building, or fire codes and ordinances.

These Architectural Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

GENERAL GUIDELINES

1. You may not modify, alter, build or construct any Improvements to your Condominium Unit until you have submitted plans and specifications and obtained approval from the ARC or Board.
2. You may not modify, alter, build, construct any Improvements in your Condominium Unit or Exclusive Use Area or change the surface of your patio or balcony until you have submitted plans and specifications and obtained approval from the ARC, except for pre-approved items as may be explicitly stated in these Guidelines
3. Improvements requiring approval prior to installation include, but are not limited to, structural changes, flooring changes, any exterior improvements.
4. Any changes that might increase the structural load must be submitted to a structural engineer and approved by the ARC. These items include, but are not limited to, flooring changes (e.g. ceramic tile, marble, granite, hard wood, etc.) and items such as water beds, pool tables, pianos and aquariums, etc.
5. Screen doors are permitted, but must be approved prior to installation.
6. Please refer to the Declarations for more detailed descriptions on items that require approval.

Fire and Life Safety Systems:

Contractors or Owners SHALL not remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in the Unit or the Common Property. If spray paint or sanding work might set off the smoke detectors or fire sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it **must be removed at the end of the day.**

Soundproofing:

No changes or alterations may be made to the soundproofing systems. Any modifications that may impact sound levels in other units must be submitted with a request, reviewed by a sound engineer, at the Board's discretion and approved by the ARC.

Inspections:

The Corporation, management, Board of Directors and/or ARC members periodically inspects construction work to ensure compliance with the requirements of the Declaration, approved plans, the Contractor's Procedures and governmental agencies. Work may be stopped ("redtagged") by the City of Pomona, AQMD or CalOSHA.

The Corporation and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor. Copies of inspection sign-off(s) by the City of Pomona Planning Inspectors may be provided to management.

Supervision:

The Owner must supply supervision for any major renovation involving demolition, relocation or removal of walls or any other major alteration.

Tools and Equipment:

Tools and equipment are to be used and stored in the Unit or removed each day. The Corporation is not responsible for the disappearance of any tools, equipment or materials that are left in the Common Property.

Trash and Debris:

The Owner is responsible for removal of all remodeling debris and other trash resulting from their work. Trash and debris from construction work may NOT be placed in the trash receptacles.

Acoustical Limitations for Flooring, Walls, Plumbing and Penetrations

Floors: All changes to floors such as addition of tile, hardwood, stone, etc. must provide code – compliant sound control properties for both airborne and impact sound insulation.

Walls: Walls must provide an airborne sound insulation.

Plumbing: All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

FEES AND DEPOSITS

All applications require a minimum fee of \$50. The Corporation may utilize an outside consultant for review of all architectural requests. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.

PLAN SUBMITTAL AND RE-SUBMITTAL

1. The following items must be submitted with EVERY application, as noted:
 - a) Three (3) sets of plans, specifications, drawings and other pertinent information
 - b) Three (3) copies of the Design Request Form
2. Incomplete submittals will be returned to the Owner and denied.
3. All technical and engineering matters are the responsibility of the Owner.

4. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the ARC to make an informed decision on your request.
5. If plans are denied by the ARC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional forty-five (45) days if changes are substantial.
6. If you are not satisfied with the denial or request for changes from the ARC, you have the right to appeal the ARC decision to the Board. You must submit your request, in writing, to appeal the ARC denial within thirty (30) days of the denial. Your request will be placed on the agenda at the next scheduled regular board meeting within 60 days of receipt of the appeal. The Board will review your request at that time.

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of the Bonita Village Maintenance Corporation. Nothing herein is intended to be construed as an attempt to relieve the Corporation or the Board from any of its duties under the Declaration of Covenants, Conditions and Restrictions of Bonita Village or any other Governing Documents. This policy only establishes a prerequisite to Corporation involvement in certain, limited, "Neighbor to Neighbor Disputes."

1. DEFINITIONS

- a. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Owner against another Owner which, in the Board's sole discretion, does not impact the Common Area (examples include, without limitation, parking, noise, animals).
- b. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
- c. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

2. POLICY TERMS

- a. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
- b. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.

- c. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking the Corporation involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 5935.

- d. Upon receiving written certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or Governing Documents exists which requires the Corporation action, whether the Corporation enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with the Corporation's Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES

**SUMMARY OF INTERNAL DISPUTE
RESOLUTION PROCESS AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

1. CORPORATION’S INTERNAL DISPUTE RESOLUTION PROCESS.

In accordance with California Civil Code Section 5900, et seq., the Corporation has adopted the following internal dispute resolution process to be followed by the Corporation and Owners in connection with disputes relating to the enforcement of the Community 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:

- A. The party may request the other party to meet and confer in an effort to resolve the Dispute. The request shall be in writing.
- B. An Owner may refuse a request to meet and confer. The Corporation may not refuse a request to meet and confer.
- C. The Board shall designate a member or members of the Board to meet and confer.
- D. 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. If a party wishes to have legal counsel or other representative present, they must inform the other party at least 5 days in advance – otherwise, the meeting may be rescheduled or cancelled.
- E. 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(s) on behalf of the Corporation.
- F. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the Governing Documents; 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.

Please note that a member of the Corporation may not be charged a fee to participate in the process.

2. ALTERNATIVE DISPUTE RESOLUTION (“ADR”).

Please be advised that California Civil Code Section 5925, et seq. requires that the Corporation and Owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a Dispute that may require ADR

pursuant to California Civil Code Section 5925, et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

3. PARTIES BOUND BY THE STATUTE

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

4. DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

California Civil Code Section 5930 provides that the Corporation 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 proceeding for any of the following purposes:

- A. Enforcement of the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000, et seq.);
- B. Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110 of Division 2 of Title 1; or C. Enforcement of the Governing Documents.

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

5. 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:

- A. A small claims action;
- B. Assessment collection, except as provided for in California Civil Code Section 40006150;
- C. Claims for money damages in excess of \$5,000.00 in conjunction with a claim for declaratory, injunctive or writ relief;
- D. Action for preliminary or temporary injunctive relief; and
- E. The filing of a cross-complaint in response to a complaint already filed.

6. 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:

- A. A brief description of the dispute;
- B. A request that the matter be submitted to ADR;
- C. 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
- D. If the Responding Party is an Owner of a separate interest, a copy of California 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 Corporation 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 stipulate 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 California 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 California 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.

7. 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 Corporation shall annually provide its members with a summary of the provisions of California Civil Code Section 5925, et seq. that specifically references those sections. The summary shall include the following language:

Failure of a member of the Corporation 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 Corporation or another member of the Corporation regarding enforcement of the governing documents or the applicable law.

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

8. NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

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

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board welcomes Owner (i.e. Member) attendance at the board meetings to observe business matters that take place involving the Corporation. Only Members of the Corporation, and other expressly permitted by the Board, may attend open meetings. In order to give you an opportunity to address the Board, and in accordance with California Civil Code Section 4925 the Board has set aside a period of time at each board meeting (called "Open Forum") for the Owners to address the Board.

THE PROCEDURE FOR OPEN FORUM IS SIMPLE

- A. Raise your hand to be recognized by the President of the Board or fill out the "request to address the Board" form and wait for your name to be called.
- B. State your concern in clear and simple terms, and please limit it to three (3) minutes.
- C. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the President may limit participation to once per Owner.
- D. Please do not interrupt others while they are speaking.

- E. Maintenance related items are to be directed to Action Property Management by calling or writing (Open Forum is not the proper venue to report maintenance items).
- F. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Community Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision. G. The board meeting is a business meeting of the Board.
- H. As Owners, you are members of the Corporation and you elected the Board members to take care of those interests.
- I. Business matters come before the Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Board members and with the property management company, if needed. J. When a vote on a motion is taken, it is voted on by the Board members only.
- K. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least 2 weeks before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
- L. If you are unable to attend a board meeting, you are always welcome to send your concerns in writing to the Board via the property management company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

**ELECTION RULES
BONITA VILLAGE
MAINTENANCE CORPORATION**

These Election Rules revoke all previous election rules, and all amendments thereto, and substitute in their place these Election Rules.

ARTICLE 1: DEFINITIONS

1.1 “Association” means the Bonita Village Maintenance Corporation, a California nonprofit mutual benefit corporation.

1.2 “Board” or “Board of Directors” means the Board of Directors of the Association.

1.3 “Bylaws” means the Association’s bylaws.

1.4 “CC&Rs” means the Association’s declaration as the term is defined in the Davis-Stirling Act.

1.5 “Director” means any member of the Association’s Board of Directors.

1.6 “Davis Stirling Act” means and refers to the Davis-Stirling Common Interest Development Act, which is the portion of the California Civil Code beginning with Section 4000, that governs common interest developments.

1.7 “Inspector of Election” means an inspector of elections as defined in the Davis- Stirling Act.

1.8 “Member” means a Member of the Association as defined in the Association’s CC&Rs.

1.9 “Separate Interest” means a separate interest as defined in the Association’s CC&Rs.

ARTICLE 2: MEMBERSHIP MEETINGS

2.1 Generally.

a. *Annual Meetings.* The Association must hold an annual meeting each year to conduct any Association business requiring a membership vote. Such meetings may include Director elections, or other types of elections.

b. *Special Meetings.* Special meetings may be called for any lawful purpose by any of the following: (i) President of the Association and (ii) a majority of a quorum of the Board. In addition, special meetings of Members for any lawful purpose may be called by 5 percent or more of the Members in good standing, or as otherwise required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying the nature of the business to be transacted. The Director or officer receiving the request must promptly deliver the request to the remaining Directors.

c. *Date, Time and Location of Meetings.*

i. *Selected by the Board.* The Board must set the date and hour to hold such meetings. The Board may set the date and hour of special membership meetings. The meetings of the Members shall be held at the Project or as close thereto as may be designated by the Board.

- ii. *Selected by the Membership.* If the date, time and/or location of a membership meeting selected by petitioning Members is unreasonable or contrary to the governing documents and/or statutory requirements, the Board is empowered to reschedule the date, time and/or location to something reasonable, relatively close to the original date, time and location requested by the Members calling the meeting, and compliant with the governing documents and statutory requirements.

2.2 Notice Requirements.

a. *Notice of Special Meetings Called by the Board.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Board must be given not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.

b. *Notice of Special Meetings Called by Petition of the Members.* Except where one or more different periods are required by superseding provisions of the Davis- Stirling Act, all the following requirements apply: Notice of special meetings called by the Members must be given by the Board within twenty (20) days after the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with these Election Rules. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days following the Board's receipt of the request. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.

c. *Notice Contents.* The notice must specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the nature of the business to be transacted as specified by those persons calling the meeting (and that no other business may be transacted except as specified in the notice), or (ii) in the case of the annual meeting, those matters which the Board intends to present for action by the Members.

d. *Delivery.* Notice of any membership meeting must be given as follows:

- i. *Method of Delivery.* Either personally, by electronic transmission (when consented to by the Member) or by first-class mail, charges prepaid.
- ii. *Location of Delivery.* To the Member: (a) at a primary or secondary address stated in a written notice provided by the Member to the

Association pursuant to Civil Code §4041(a); or (b) if the Member fails to provide such notice, the last address provided in writing by the Member; or (c) if none of the above, the address of the Member's Separate Interest.

- iii. *Delivery Deemed Given.* Notice of a membership meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to same.

2.3 Chair of Meeting. The President of the Board must call the membership meeting to order and must chair the meeting unless the President or a majority of the Board selects another person to chair the meeting.

2.4 Quorum. Unless otherwise provided by law or the Bylaws, the quorum requirement for membership meetings is thirty-five percent (35%) of the voting power of the Association. The Members may be represented in person, by ballot or by proxy. When a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, is an act of the Members unless the vote of a greater number is required by the articles, Bylaws, CC&Rs or law. Under the Davis-Stirling Act, the quorum for an election to approve an assessment increase is more than fifty percent (50%) of the members.

2.5 Lack of Quorum. In the absence of a quorum at the beginning of a membership meeting, no business may be transacted except to adjourn the meeting to another date and time. A majority of the Members present and entitled to vote may adjourn any meeting of the Association where a quorum is not present. An adjournment for lack of a quorum must be to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was called and the quorum for any adjourned meeting or election will be reduced to twenty-five percent (25%) of the voting power of the Association. If a new record date is fixed for notice or voting after the adjournment, a notice of the adjourned meeting must be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

2.6 Loss of Quorum. The Members present at a duly called membership meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the loss of quorum. The business must be approved by enough Members to constitute at least a majority of a quorum had a quorum been present.

ARTICLE 3: DIRECTORS

3.1 Number and Term of Directors. The Board will consist of three (3) Directors with staggered terms. The term of each Director is two (2) years and until a qualified successor is elected to fill his/her seat.

3.2 Candidate and Director Qualifications. Members must meet the

qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director on, the Board. Any dispute about whether any of these qualifications are met and, if not, whether a nominee or Director must be disqualified from running for office or serving on the Board, must be made at a properly noticed disciplinary hearing conducted at an executive session Board meeting.

- a. *Candidates Must Be Members.* The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination. Proof of membership must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.
- b. *Prior Ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year.
- c. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than three (3) months in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:
 - i. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
 - ii. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
 - iii. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
- d. *Co-Owners Eligible for only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-owners concurrently seek election to the Board, only the first nomination will be effective.
- e. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806, or any successor

statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

- f. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis- Stirling Act.

3.3 Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

3.4 Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees is permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

3.5 One Directorship Only. No current Director may hold multiple positions on the Board. Any Director, whose term extends beyond a current election and who wishes to become a candidate for that election, must first resign his/her seat on the Board. This rule does not apply to a candidate whose term is expiring and who wishes to run for re-election.

ARTICLE 4: INSPECTOR(S) OF ELECTION

4.1 Selection.

- a. *Process.* Prior to the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one (1) or three (3) person(s) as Inspector(s) of Election.
- b. *Eligible Inspector(s).* The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:
 - i. *Poll Workers.* A volunteer poll worker with the County Registrar of Voters;
 - ii. *Accountants.* A licensee of the California Board of Accountancy, not under contract to the Association;

- iii. Notary Public. A notary public commissioned by the California Secretary of State;
- iv. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;
- v. Professional Inspectors. Third party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

4.2 Duties. Duties of Inspector(s) of Election include the following:

- a. *Membership*. Determine the number of memberships entitled to vote and the voting power of each.
- b. *Validity of Proxies*. Determine the authenticity, validity and effect of proxies, if any.
- c. *Closing and Reopening of Polls*. Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast ballots if the polls were previously closed, all consistent with the Association's other governing documents.
- d. *Receive Ballots*. Receive all ballots. Once received by an Inspector of Election, ballots are irrevocable.
- e. *Custody*. Sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the management company, is permitted to open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or the Inspector(s) appointee(s) may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
- f. *Challenges*. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector(s) of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the

ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.

- g. *Counting Ballots.* Count and tabulate all votes. All votes must be counted and tabulated by the Inspector(s) of Election or the Inspector(s) appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their appointee(s).
- h. *Appoint Assistants.* Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspectors of Election deem appropriate provided that such persons are independent third parties.
- i. *Results.* Determine the tabulated results of the election.
- j. *Impartiality.* Perform all duties impartially, in good faith, to the best of the ability of the Inspector(s) of Election, as expeditiously as is practical, and in a manner that protects the interests of all Members of the Association. Any report made by the Inspector(s) of Election is *prima facie* evidence of the facts stated in the report.
- k. *Miscellaneous.* Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's governing documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.

4.3 Removal. The Board has the power to remove any Inspector(s) who cease(s) to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

ARTICLE 5: NOMINATIONS

5.1 Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Civil Code §4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as candidates on the ballot provided (i) they meet candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.

5.2 Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cutoff date

for the receipt of self-nomination statements, which date must be publicized in advance to the Members. Nomination for election to the Board of Directors may also be made by the Board, in accordance with the Bylaws.

5.3 Floor Nominations and Write-In Candidates. Nominations, even if previously closed, must be reopened from the floor of the ballot counting meeting and write-in candidates must be permitted.

ARTICLE 6: BALLOTS AND PROXIES

6.1 Voting Rights.

- a. *Number of Votes.* Each Member is entitled to one (1) vote per Separate Interest on all matters presented to the Members for a vote.
- b. *Record Date.* For Membership elections where a secret ballot is required under the law, and any other Membership election where the Board has not set a Record Date for the election, the Record Date will be the date ballots are distributed to the Membership. Only owners on title on the Record Date are entitled to vote. Persons acquiring title after the Record Date may attend the election meeting but are not entitled to vote. For any Membership election where a secret ballot is not required under the law, the Board is permitted to set a Record Date for an election no more than sixty (60) days before the date of the election meeting.
- c. *Proof of Membership.* No person or entity may exercise the rights of membership without an ownership interest in a Separate Interest subject to the Association's CC&Rs. If the Board requests proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly-recorded deed is not yet available, a completed escrow closing statement is sufficient.
- d. *Cumulative Voting.* Cumulative voting is permitted for all elections in which two (2) or more positions on the Board are to be filled and any Member has given notice at the meeting prior to the voting of the Member's intention to cumulate votes. Every Member entitled to vote at any election for Directors of the Association is permitted to cumulate his votes and give one (1) candidate the total number of votes to which the Member is entitled to cast or may distribute the Member's votes among the candidates as desired.
- e. *Co-Owners.* Where there is more than one owner of a Separate Interest subject to the Association's CC&Rs, all such co-owners are Members and may attend any meeting of the Association, but only one co-owner is entitled to exercise the vote to which the Separate Interest is entitled. Fractional votes are not permitted. In the event more than one ballot is cast

for a particular Separate Interest, only the first ballot received will be opened and counted.

- f. *Presumption of Consent.* Unless the Inspector(s) of Election receive a written objection prior to the close of balloting from a co-owner, it is conclusively presumed that a voting owner acted with the consent of his or her co-owners.
- g. *Voting for Properly Nominated Candidates.* Members must vote only for those candidate(s) who have been properly nominated prior to the close of nominations.

6.2 Proxies.

- a. *Generally.* The Association may use and accept proxies as permitted by law and the Association's governing documents, provided that the Association is not required to prepare or distribute proxies. Proxies are not permitted to be construed or used in lieu of a ballot for any purpose.
- b. *Proxy Form.* Any instruction given in a proxy issued for an election that directs the manner by which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. Proxies must meet all requirements of Chapter 4 of Article 2 of the Davis- Stirling Act, other laws, and the Association's governing documents.
- c. *Vote by Proxyholder.* The proxyholder must cast the Member's vote by secret ballot unless the proxy is revoked by the Member prior to the receipt of the ballot by any Inspector of Election as described in Corp. Code §7613.
- d. *Who May Be Proxyholder?* As provided for in Civil Code §5130(a)(1), proxyholders must be Members.

6.3 Pre-Ballot Notice. At least thirty (30) days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:

- a. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);
- b. The date, time and location of the ballot counting meeting;
- c. A list of candidates to appear on the ballots.

6.4 Candidate List and Voter List. The Association must retain, as Association election materials, both a candidate registration list and a voter list. The voter list must 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.

6.5 Verification of Lists. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

6.6 Secret Ballots. All ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for returning the ballots as provided for in the Davis-Stirling Act, and must be mailed by first-class mail or delivered to every Member entitled to vote at least thirty (30) days before the initial voting deadline. Ballots seeking approval to amend or restate governing documents must be delivered to the Members with the text of the proposed amendment.

- a. *Signature.* Ballots do not require a signature. Ballots signed by Members remain valid.
- b. *Inner Envelope.* The Association will provide two envelopes. To preserve secrecy, the ballot is to be placed within an inner envelope with no identifying information. However, information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the ballot is to be placed into a second outer envelope containing identifying information.
- c. *Outer Envelope.* In the upper left-hand corner of the outer envelope, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector(s) of Election.
- d. *Delivery.* The outer envelope may be mailed to the address on the envelope or delivered to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.

6.7 Election Rules. At least thirty (30) days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: “The rules governing this election may be found here:”

6.8 Power of Attorney. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

6.9 Quorum by Ballot. Each ballot received by the Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

ARTICLE 7: CAMPAIGNING

7.1 Access to Media.

- a. *Use of Association Resources.*
 - i. *Association Media.* Neither candidates nor Members may use the Association's newsletter, website, or any other Association media for campaign purposes.
 - ii. *Membership List.* Candidates and Members have the right to request a copy of the Association's membership list for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515. Candidates and Members also have the right to contact Members who have opted out of the membership list through the alternate means of communication permitted under California Civil Code §5220 for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to the election or as otherwise permitted by Civil Code §4515.
- b. *Exception.* If any candidate or Member is provided access to Association newsletters, website, or other Association media during an election, or given permission to post campaign material in the common area for purposes that are reasonably related to that election, equal access must be provided to all candidates and Members. The access is limited to information relating to that election and cannot exclude those candidates and Members not endorsed by the Board. The Association is not permitted to edit or redact any content from these communications but is permitted to include a statement that the candidate or Member, and not the Association, is responsible for that content. The Association and its Directors, officers, and agents are immune from liability for the content of those communications to the fullest extent provided by law.

7.2 Use of Common Area During Election Campaign.

- a. *Purpose.* Regarding any Association election, each candidate, Member, or resident is permitted to use, if available, the Association's common area at no cost for a purpose relating to Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the election.
- b. *Reservation.* Each candidate, Member, or resident, who wants to use the common area pursuant to Civil Code §§4515 or 5105 must make a

reservation in advance of the date and time requested. Such requests to use the common area are granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate or Member is permitted to make only one (1) reservation per day to use the common area.

7.3 No Use of Association Funds for Campaign Purposes. Association funds may not be used for campaign purposes in connection with any Board election and 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. The Association is not permitted to include the photograph or prominently feature the name of any candidate on a communication from the Association or its Board. Directors, in their capacities as Members, are permitted to advocate for the election or defeat of any issue or candidate on the ballot at their own expense and are not permitted to use Association funds for that purpose in any capacity.

7.4 Improper Electioneering.

a. *Prohibited Activities.* In addition to any of the prohibitions under this article, candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:

- i. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) residents' vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, or (4) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;
- ii. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
- iii. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
- iv. Interfere with the counting or tallying of votes;
- v. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
- vi. Induce other Members to divert ballots away from the Inspector(s) of Elections; or

- vii. Interfere with any candidate's ability to distribute authorized campaign materials.
- b. *Report Violations.* Members are encouraged to report any electioneering violations they witness to the Board or management.
- c. *Fines.* The Board is permitted to levy a fine of up to \$100 for each violation of this section.

ARTICLE 8: CANVASSING AND PETITIONING

8.1 Generally. Canvassing and petitioning the Members, the Board, and residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours of 9:00 a.m. until 9:00 p.m. However, any Member or resident who declines to be contacted on any issue, including for a purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.

8.2 Impermissible Conduct. Nothing in this section permits a Member or resident to contact another Member or resident in a manner that constitutes (1) a breach of the Member's or resident's quiet enjoyment or (2) a nuisance.

ARTICLE 9: DISTRIBUTING INFORMATION

9.1 Generally. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

- a. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and/or (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area is limited to the hours of 9:00 a.m. until 9:00 p.m.
- b. Members and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) residents' vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, or (4) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
- c. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

ARTICLE 10: PETITIONS

10.1 Purpose. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.

10.2 Signatures. Only Members may sign petitions. Signatures by persons not on title are invalid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.

10.3 Invalidity of Signatures. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below five percent (5%) of total voting power of the membership.

10.4 Setting the Date. The date of the special meeting for a recall must be set in the manner provided for in these Election Rules above and the law.

10.5 Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

ARTICLE 11: POST-ELECTION RESULTS

11.1 Breaking a Tie. In the event of a tie leaving the outcome of the election unresolved, the following will apply:

- a. The Inspector(s) of Election, and any designees, will immediately conduct a recount of the ballots. If there is a charge, the Association will bear the expense. Members may observe the recount under the same conditions as the original ballot counting.
- b. Following the immediate recount, if the tie remains, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only candidates who tied for the seat will be in the runoff.

- c. In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector(s) of Election.

11.2 Results of an Election. The tabulated results of the election must be announced immediately after all the ballots have been counted. The tabulated results of the election must be promptly reported to the Board of Directors and must be recorded in the minutes of the next Board meeting. Within fifteen (15) days of the election, the Board must publicize the tabulated results of the election in a communication directed to all Members.

11.3 Status of the Election Materials after the Election. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

11.4 Election Recount. Election recounts, other than the automatic recount following a tie leaving the outcome of an election unresolved, will be conducted as follows:

- a. Any Member of the Association may demand a recount of the ballots provided (i) demand is made in writing to the Inspector(s) of Election within five (5) days after the election results have been announced, and (ii) the Member pays in advance for the estimated cost of the recount, which estimate will be provided by the Inspector(s) of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.
- b. The recount must be commenced within seven (7) days of the request for the recount and must be done by or under the supervision of the Inspector(s) of Election. If any Inspector of Election declines to perform the recount, the Board may appoint a replacement Inspector of Election, using the criteria specified in these rules and the replacement Inspector will assume custody of the ballots.
- c. Any recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector(s) of Election and under the supervision of the Inspector(s). The results of the recount must be reported to the Board of Directors and must be recorded in the minutes of the next Board meeting and reported to the membership.

BONITA VILLAGE MAINTENANCE CORPORATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Effective August 1, 2015 and pursuant to provisions of Senate Bill 137, the Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments 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 a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Corporation.

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

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Corporation will accept the partial payment. A partial payment does not act as a waiver of the Corporation's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Corporation's attorney for collection shall be forwarded by the Corporation directly to the attorney. If a partial payment, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5655 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 5650

Returned Check Charges - The bank charge (currently \$35.00) shall be added to the account of any member whose check to the Corporation is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members 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 which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Corporation is required to incur certain charges due to the member's delinquency, the Corporation's policy is to not waive the delinquent member's payment of these charges. Other Corporation Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and 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 Dollars (\$10.00) or Ten Percent (10%) which ever is the greater, is charged to the delinquent homeowner'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 homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Corporation's mailing address of record by Certified Mail pursuant to California Civil Code 5660 informing them of their right to participate in dispute resolution under the Corporation's "meet & confer" program and that the Corporation shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged \$175.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Corporation shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Corporation. The delinquent homeowner's account shall be charged \$364, for the fees and costs associated with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Pre-Foreclosure:

Upon Board approval, the delinquent account is assigned to the Corporation's attorney or a collection company to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney or company shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the Corporation'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 or company shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to applicable law. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 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.

Address for The Corporation's address for overnight delivery shall be:

Action Property Management, Inc.,

Overnight Delivery:

2603 Main Street, Suite 500
Irvine, CA 92614

**"NOTICE"
ASSESSMENTS AND FORECLOSURE**

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in

Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

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

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

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

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

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

PAYMENTS

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

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

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

requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

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

MEETINGS AND PAYMENT PLANS

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

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

BONITA VILLAGE MAINTENANCE CORPORATION

ARCHITECTURAL REQUEST FORM

Return to: Action Property Management, 1250 Corona Pointe Court, Suite 404, Corona, CA 92879

Name: _____ **Date:** _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ **Business/Mobile Phone:** _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

II. Neighbor Advisement

With your submittal, signatures of any neighbors who will be visually impacted by your proposed Improvement(s) are required. This includes any adjacent or neighboring Units, which may be visually impacted by your Improvement(s) from their Unit.

Signature

Address

Signature

Address

III. Documents Required for Submittal:

- Three (3) sets of detailed plans as specified in the Architectural Guidelines and Procedures
- Three (3) sets of this application form

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

Owner's Signature: _____

Date: _____

BONITA VILLAGE MAINTENANCE CORPORATION

NOTICE OF COMPLETION FORM

This form must be completed and returned to the Association within 30 days after the approved Improvements have been completed.

Owner Name: _____

Address: _____

Unit#: _____

Phone: _____

Summary of Completed Improvements

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

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

By signing this form, the Owner is stating that Improvements have been completed in accordance to the scope and specification of the approved Design application and in accordance with the Community Design Guidelines and Procedures.

Signature: _____ Date: _____

Print Name: _____

Return form to:
Bonita Village Maintenance Corporation
C/o Action Property Management
1250 Corona Pointe Court, Suite 404
Corona, CA 92879

BONITA VILLAGE MAINTENANCE CORPORATION

NOTICE OF SATELLITE DISH INSTALLATION FORM

Name: _____ **Date:** _____

Address: _____ **Home Phone:** _____

Business Phone: _____

Satellite Dish Agreement:

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

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for Architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order 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 any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature Date

Fax or Mail to:

Bonita Village Maintenance Corporation
C/o Action Property Management, Inc.
1250 Corona Pointe Court, Suite 404, Corona, CA 92879
Or Fax 951-272-0720

Board Use Only

IN COMPLIANCE NOT IN COMPLIANCE

Corrections Required:

Signature: _____ Date: _____

BONITA VILLAGE MAINTENANCE CORPORATION

VIOLATION REPORT FORM

Return form to: Action Property Management, 1250 Corona Pointe Court, Suite 404, Corona, CA 92879
Or Fax to 951-272-0720

Violation information

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

If the violation is not verifiable by way of a visual inspection of the Corporation, then a signature of an additional Owner representing a separate Unit within the Corporation may be required to initiate the Corporation's violation procedure. **You must include your name and address in order to have this form processed.**

Your name: _____

Address: _____

Phone: _____

If necessary:

Additional Owner name: _____

Address: _____