

# **PROMENADE AT SPECTRUM HOMEOWNERS ASSOCIATION**

## **RULES & REGULATIONS** **Draft**

**Table of Contents**

	<u>PAGE</u>
I. MEMBERSHIP INFORMATION.....	1
A. General.....	1
B. Definitions.....	1
II. GENERAL GUIDELINES.....	1
A. Common Area Guidelines.....	1
B. Business and Commercial Activities.....	2
C. Nuisances.....	2
D. Tenant Guidelines.....	3
E. Pet Regulations.....	3
F. Contractor and Vendor Guidelines.....	4
G. Trash.....	4
H. Vehicles & Parking.....	4
I. Condominiums.....	7
III. SECONDHAND SMOKE.....	8
A. Definitions.....	8
B. Policy.....	8
IV. ARCHITECTURAL GUIDELINES.....	9
A. General Information.....	9
B. Required Documents For An Application.....	10
C. Application Review Process.....	10
D. Guidelines Regarding Specific Improvements.....	11
1. Air Conditioning & Portable Fans.....	11
2. Outside Antenna / Satellite Dish.....	11
3. Disability Modifications.....	12
4. Solar Energy Systems.....	12
5. Windows.....	14
E. Post Approval Process.....	14
1. Construction.....	14
2. Damages.....	15
3. Violations & Enforcement.....	15

V.	Enforcement & Fines.....	15
A.	Enforcement Procedure.....	15
B.	Fine Schedule.....	16
VI.	Election Rules.....	17
A.	General.....	17
B.	Association Media / Funds / Access to Common Area.....	17
C.	Nominee Qualifications / Nomination Procedures.....	18
D.	Inspector(s) of Election.....	19
E.	Voting, Including Secret Ballot Voting.....	20
VII.	Collection Policy.....	23
A.	Assessments.....	23
B.	Due Dates.....	23
C.	Payments.....	23
D.	Delinquent Assessments.....	24
E.	Pre-Lien Notice Procedure.....	24
F.	Lien Notice Procedure.....	25
G.	Pre-Foreclosure Actions.....	26
H.	Foreclosure / Legal Actions.....	26
I.	Payment Options.....	27
J.	General.....	28
	Architectural Improvement Application.....	29
	Notice of Completion - Architectural Improvement.....	31
	Vehicle Registration Form.....	32

## RULES & REGULATIONS

### I. MEMBERSHIP INFORMATION.

#### A. General.

1. Promenade at Spectrum Homeowners Association (“Promenade”) is a California nonprofit mutual benefit corporation consisting of those Owners of Condominiums within the ultimate boundaries of the Promenade community (“Community”).
2. These Rules and Regulations (“Rules”) have been developed with the consideration given to providing each person with the greatest enjoyment of the amenities without infringing on other persons and their rights to quiet enjoyment of their Condominiums and our Community.
3. These Rules supplement Promenade’s Declaration of Restrictions (“CC&Rs”), Bylaws, Articles of Incorporation, and any supplements, additions or amendments. Please be sure to read these documents carefully.
4. Owners are responsible for their own actions and those actions of all persons living with them, visiting them, or providing a service on their behalf.

#### B. Definitions.

The defined terms within the CC&Rs, Bylaws, Articles of Incorporation and any supplements, additions or amendments, and the following definitions shall apply:

1. **Guest.** Guest shall mean and refer to any person or entity who is authorized by a Resident to enter the Community (including vendors, contractors, or subcontractors).
2. **Tenant.** Tenant shall mean and refer to any person who leases/rents a Condominium in the Community.
3. **Resident.** Resident shall be any person not an Owner whose principal residence is a Condominium within the Community.

### II. GENERAL GUIDELINES.

#### A. Common Area Guidelines.

1. Littering, smoking, electric cigarettes, illicit drugs and alcohol consumption is not permitted in the Common Area.

2. No person shall attempt to or in fact alter, deface, knock down or remove any Common Area, or any part thereof.
3. Owners are responsible for any damage to the Common Area, regardless of whether such damage was caused by said Owner, a Resident, Tenant, or Guest.

**B. Business and Commercial Activities.**

1. No part of the Community may be used, without prior written approval from Promenade's Board of Directors ("Board"), for any business, commercial (this includes but is not limited to auctions, garage sales, estate sales or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license.
2. Please refer to CC&R's Article 6.1, Residential Purposes, for more information.

**C. Nuisances.**

1. Noxious or offensive activities are prohibited in the Community and on any public street abutting or visible from the Community. Large power equipment and large power tools, off road motor vehicles and objects which create or emit loud noises or noxious odors may not be parked, stored or located or used in the Community without prior written approval from Promenade.
2. Storage of building materials is prohibited, except on a temporary basis during construction, in areas approved by Promenade.
3. Promenade is entitled to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.
4. Smoking is not permitted in the Common Area, but is permitted in Exclusive Use Common Areas so long as it does not create a nuisance to others.
5. All exterior lighting should adhere and comply with all federal, state, and local ordinances.
6. Determination of light trespass nuisances shall be made by observation by Promenade.

**D. Tenant Guidelines.**

1. Owners must be responsible to supply their Tenants with the Promenade governing documents.
2. Owners who rent their homes must include in their rental agreement, terms that obligate their Tenants to abide by all of Promenade's governing documents.
3. Lease/Rental Agreements shall be for a minimum term length of twenty-six (26) days. Vacation rental programs (e.g. AirBnB), student exchange programs (e.g. American Scandinavian Student Exchange), and house exchange programs (e.g. HomeExchange) are not permitted.
4. Penalties and other actions to correct violations will be assessed against the Owner even if the Tenant committed the violation. The Owner is solely responsible for payment of assessments.
5. Owners must supply a current copy of the Lease/Rental Agreement to the Association, through its management company. The Lease/Rental Agreement must include, but is not limited to the following: (a) full name of occupants and relationships of all those residing within the home, (b) dates of occupancy, (c) all vehicles associated with the residence (including vehicle make, model, and license number(s)), and (d) terms that obligate the Tenant(s) to abide by all of Promenade's governing documents. It is the Owner's responsibility to update Promenade, through its management company, prior to the expiration of any rental agreement and the commencement of a new rental agreement.
6. Occupancy must adhere to all federal, state and local ordinances.

**E. Pet Regulations.**

1. Pets belonging to Owners, Residents, Tenants, or Guests in the Community must be kept in the Condominium; provided however, when outdoors, pets must be kept on a leash or harness and under the control of a person capable of controlling the animal.
2. Pets are permitted in the Common Area solely for Condominium ingress and egress. Pets are not permitted in the Common Area for any other reason, including use of the Common Area for vomiting, urination, and/or defecation. Should a pet vomit, urinate and/or defecate in the Common Area during Condominium ingress or egress, all excrement or other unsanitary condition must be immediately cleaned.

3. Each Owner shall be absolutely liable to each and every other Owner, Resident, Tenant, and Guest, including Promenade, for damages or injuries caused by any pets brought or kept in the Community by the responsible Owner, Resident, Tenant, or Guest.
4. Owners are responsible to minimize excessive noise from pets, including but not limited to barking, howling, and whining.
5. Service pets are permitted in the Common Area, but are not permitted to vomit, urinate and/or defecate in the Common Area.

**F Contractor and Vendor Guidelines.**

1. Owners are responsible for all contractors and vendors present on their or their Tenant's behalf.
2. Owners have the responsibility to acquaint their contractors and vendors with Promenade's governing documents.
3. Contractors and vendors that provide services may be permitted access outside the contractor and vendor hours for emergencies or other written approval by Promenade.
4. Contractors and vendors must adhere to the following hours:
  - 7 a.m. – 6 p.m. (or dusk) Monday through Friday
  - 8 a.m. – 6 p.m. (or dusk) Saturdays
  - No Work on Sundays or federal holidays
5. Contractors and vendors will not leave vehicles, equipment, trash, debris or other similar material in the Common Area after contractor and vendor hours.

**G. Trash.**

1. No bulk items are permitted in the Common Area trash/refuse bins. Trash/refuse must be placed in sealed bags before being placed into the Common Area trash/refuse bins.

**H. Vehicles & Parking.**

1. All vehicles on the premises must display current state registration.
2. Owners are liable for violations of Promenade's governing documents, including damage to the Common Areas as a result of negligence, carelessness or misuse for any of their actions or actions of their Residents, Tenants, or Guests.

3. Driving or parking any vehicle is specifically prohibited on pedestrian paths, on landscaped areas, in construction areas, in front of an Owner's garage, other Common Area and any other area that would constitute a safety hazard or interfere with the use of, or access to, vehicles, or emergency vehicles; including but not limited to mailboxes and parking the wrong direction, against traffic. Violation of fire lane designations is subject to immediate towing.
4. No Person may store, abandon, wreck, dismantle, rebuild or render inoperable any vehicle in any outdoor area within Promenade.
5. No person shall attempt to or in fact alter, deface, knock down or remove any official traffic or parking control devices or any inscription, shield or insignia thereon, or any part thereof.
6. Parking spaces, marked RESERVED, are owned exclusively by an Owner of a Condominium. The Owner, Resident, or Tenant of that RESERVED parking space may have illegally-parked vehicles towed at the vehicle owner's expense.
7. Any vehicle parked in violation of Promenade's governing documents and/or federal, state, or local ordinance is subject to removal at the violator's sole expense per California Vehicle Code 22658.2.
8. Motorcycles are to park in designated motorcycle spots only or they shall be towed at the vehicle owner's expense.
9. No boat, camper, recreational vehicle, trailer, van, or motor vehicle of any type other than a standard automobile may be stored or parked on the premises other than in the garage, except temporarily for the purpose of loading and unloading.
10. Leaks and/or other damage from vehicles in the street and on driveways must be cleaned up immediately.
11. Off-road riding within any common area, open space, or private street serving the community is prohibited.
12. Non-functional vehicles must be kept within the garage or shall be towed from the property after 72 hours.
13. Vehicles park at their own peril; Promenade is not responsible for loss or theft.
14. Contact posted towing company for vehicle recovery.



15. Garage Policy

- a. Garages shall not be converted, modified, or obstructed in any way which prevents its use for parking the number of automotive vehicles it was originally intended to accommodate.
- b. All garage doors shall remain closed at all times, except as reasonably required for entry to or exit from the garage.
- c. Major repairs, painting, or major restorations of any motor vehicle of any kind within the garage, Condominium, Exclusive Use Common Area, or elsewhere within Promenade is prohibited except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper facility.

16. Parking Boss

- a. All Owner, Resident and Tenant vehicles must be registered with Promenade, through Parking Boss, a Virtual Attendant parking system, and with Promenade's management company (attached).
- b. New vehicles must be registered within ten (10) days of ownership of the vehicle, and/or ownership or tenancy of a Condominium.
- c. Failure to register may result in vehicle towing and/or a violation of Promenade's governing documents subject to enforcement as stated in these Rules.

17. Guest Parking

- a. Guest spaces are only for short-term use by guests of the Residents of Promenade— not for use by Promenade Owners, Residents, or Tenants.
- b. Owners, Residents, or Tenants must request a guest vehicle registration through the Parking Boss website or Parking Boss app (attached).
- c. Owners, Residents, or Tenants shall direct the guest vehicle to the appropriate and available guest space, marked "GUEST" (not marked RESERVED).
- d. Each guest vehicle registration is valid for twenty-four (24) hours.
- e. Only one (1) vehicle per Condominium is permitted at a time. The same guest vehicle may register up to five (5) times in a thirty (30) day period.

- f. Guest vehicle parking without a valid Parking Boss guest registration will result in the vehicle being towed at the vehicle owner's expense.
  - g. Disabled/Handicap guest parking spaces require Parking Boss registration in addition to a current and valid state-issued Handicap vehicle placard or license plate.
18. A temporary, special exemption (not including medical variances) to the guest parking policy may be submitted to Promenade's management company for review. The following rules apply:
- a. Maximum timeframe of seven (7) days every six (6) months.
  - b. Vehicle and license plate information must accompany the request.
  - c. Request must be made seven (7) days in advance (to allow time for approvals and processing).
19. Clearly marked commercial vehicles shall be permitted in guest parking, with valid permit, for purposes of making deliveries, repairs, or similar activities. Owners, Residents, or Tenants are responsible to notify vendors without clearly marked commercial vehicles of the parking policy and provide the appropriate guest registration. Vendor vehicles parked in a Guest parking space without a valid permit and not actively completing work at the property, or parked overnight in a guest space, shall be towed.

**I. Condominiums.**

- 1. No unsightly articles shall be permitted to remain on any portion of a Condominium so as to be visible from any other portion of the Common Area.
- 2. Common Areas between garages (e.g. driveways) are not to be used for exercise use, recreational use or for any purpose other than ingress and egress to the garage.
- 3. Balconies shall not be used for storage at any time. NOTHING is to be placed or hung on the balcony railing or balcony ceiling. NOTHING is to be thrown from the balcony. Rugs, carpets, blankets, draperies, etc. may not be shaken from a balcony. NOTHING is to be hung over any balcony.
- 4. Balcony screens are permitted on the balcony; however, owners must obtain Board approval prior to installation.
- 5. Gas grills / barbeques are permitted only in exclusive use areas so long as they comply with federal, state, and local ordinances and fire codes. No other types

or kind of grills or barbeques are permitted. Fire pits or similar items are not permitted.

### **III. SECONDHAND SMOKE**

Promenade's policy regarding Secondhand Smoke Complaints and Resolution of Disputes ("Policy") is intended to create requirements of Promenade's Owners before Promenade's involvement. The Policy is not intended to release Promenade from its obligations pursuant to Promenade's governing documents. Nothing in the Policy should be construed to obligate Promenade to resolve any secondhand smoke complaint to the satisfaction of any particular party.

#### **A. Definitions.**

1. "ADR" shall mean and refer to alternative dispute resolution as defined in California Civil Code section 5925.
2. "Neighbor-to-Neighbor Dispute" shall mean and refer to a dispute that does not directly impact the Common Area, in the Promenade's sole opinion.
3. "Smoking Dispute" shall mean and refer to a complaint made by one Owner against another Owner with respect to allegations of secondhand smoke.
4. "ADR Certification" shall mean and refer to documentation certifying one of the following: (a) ADR was completed and was unsuccessful in resolving the Smoking Dispute; or (b) one of the parties to the Smoking Dispute did not accept the terms offered for ADR.

#### **B. Policy.**

Promenade shall act when it is in receipt of a Smoking Dispute:

1. At the next scheduled executive session, the Board will discuss the Smoking Dispute to determine whether it is a Neighbor-to-Neighbor Dispute.
2. If the Smoking Dispute involves the Common Area, the Board shall investigate whether the Smoking Dispute constitutes a violation of Promenade's governing documents and act in accordance with Promenade's governing documents (e.g. enforcement procedures).
3. If the Smoking Dispute is strictly limited to a Neighbor-to-Neighbor Dispute, it shall notify the parties involved in the Smoking Dispute of the Board's determination.
4. Neighbor-to-Neighbor Disputes will require the parties to attempt ADR prior to requesting Promenade to resolve the dispute. The parties may commence ADR with a Request for Resolution, pursuant to California Civil Code section 5935.

5. The Board, after receiving an ADR Certification, shall discuss and determine whether the facts, circumstances (e.g. allergies, hypersensitivities, etc.), and evidence warrant Promenade involvement and enforcement in accordance with Promenade's governing documents. This may include, but is not limited to, the following:
  - a. Notice and hearing procedures consistent with Promenade's governing documents.
  - b. Retention of a qualified environmental consultant to evaluate the extent of secondhand smoke and recommended actions to minimize and/or cease secondhand smoke. The costs for such a consultant shall be at the smoking Owner's expense, unless there is no secondhand smoke found, and then at the non-smoking Owner's expense.
  - c. Requiring the smoking and/or non-smoking Owner to install air filtration systems, air filters in existing vents, perimeter weather stripping around doors and windows, sealing/closing gaps, gaps and holes in and around interior walls and fixtures.

#### **IV. ARCHITECTURAL GUIDELINES**

##### **A. General Information.**

The purpose of these architectural guidelines is to create and preserve the architectural design and aesthetic integrity for Promenade. This is accomplished by establishing standards that integrate the architectural character, site planning and landscape design that maintain visual order and compatibility. These architectural guidelines, along with the other governing documents for Promenade, form the basis for evaluation of plans and specifications submitted by an Owner.

These architectural guidelines apply to all modifications, alterations, changes and improvements to the exterior of a Condominium, Exclusive Use Common Areas, as well as structural alterations to the interior of a Condominium. All such requests must be submitted in writing by the Owner in the form of the attached application, and submitted to Promenade through the management company. No work shall commence until the Owner obtains written approval from Promenade. Failure to comply with this requirement could result in legal action against the Owner, monetary fine, and/or a requirement to return the unapproved modifications, alterations, changes and improvements to original condition at the Owner's expense.

Promenade will exercise its best judgment in determining whether the plans and/or specifications in an architectural application are consistent with the design objectives in the governing documents. Please note Promenade does not review and/or approve an application for compliance with federal, state, city, and/or local laws and ordinances, including but not limited to building codes and permits – this remains solely an Owner's obligation.

No Owner may cause or permit any mechanic's lien to be filed against any portion of the Common Area for labor or materials alleged to have been furnished or delivered to a Condominium or Common Area. Any Owner who does cause or permit a mechanic's lien to be filed against the Condominium or Common Area shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from Promenade. If any Owner fails to remove the mechanic's lien, Promenade may discharge the lien and charge the Owner a reimbursement assessment for the cost of the discharge.

Any item(s) or issue(s) not specifically addressed in the governing documents are matters left to the discretionary judgment of Promenade acting in good faith on behalf of the best interests of Promenade.

**B. Required Documents For An Application.**

1. An application (attached) is deemed complete when all sections are completely filled in with all applicable documentation/information, is signed by the Owner and dated.
2. The following should not be considered an exhaustive list, but used as a guide to assist the Owner in submitting a complete application:
  - a. Address of Unit.
  - b. Photographs and/or plans of the proposed Improvement and location.
  - c. Specifications showing the nature, kind, shape, height, width, depth, description of materials, fixtures, and color scheme with manufacturer's identification number. Color samples of paint, stain and/or materials must also be provided where available.
  - d. One (1) copy of drawings/plans.

**C. Application Review Process.**

Upon receipt of a completed application, the Committee shall meet to consider and review an Owner's application. Absent a reasonable request for additional information and/or documentation, the Committee must provide a written decision on an Owner's application within 60 days of being submitted to The Association; otherwise the application shall be deemed approved. The only exception shall be for solar energy systems, which requires the Committee to provide a written decision within 45 days of being submitted to The Association; otherwise the application shall be deemed approved.

If an application is denied, the Owner may submit a written response to The Association within 15 days of a denied application, requesting reconsideration and the reason(s) reconsideration is necessary.

## **D. Guidelines Regarding Specific Improvements.**

### **1. Air Conditioning & Portable Fans**

- a. Exterior and/or portable air conditioners which protrude through walls or extend from windows are prohibited.
- b. Central air conditioning systems and related equipment, if approved, shall be covered so as to not be visible from the Common Area.
- c. Portable fans are prohibited in the windows of a Unit.

### **2. Outside Antenna / Satellite Dish**

- a. All outside antennae / satellite dish installations must be preceded by written authorization from the Board. The Board may review the location and installation of an outside antenna / satellite dish after it is installed. After its review, the Board may require that the outside antenna / satellite dish be moved to a preferred location (if one has been designated) for safety reasons or to comply with reasonable restrictions subject to this Section and applicable law.
- b. The Board may adopt reasonable restrictions on installation and use of an outside antenna / satellite dish as part of its design guidelines in order to minimize visibility of the outside antennae from other Condominiums. Such restrictions may designate one or more preferred installation locations, or require camouflage such as paint (subject to the antenna manufacturer's recommendations) or screening vegetation or other Improvements. However, no restriction imposed by the Committee may (i) unreasonably delay or prevent the installation, maintenance or use of an outside antenna/ satellite dish, (ii) unreasonably increase the cost of installation, maintenance or use of an outside antenna/ satellite dish, or (iii) preclude acceptable quality reception.
- c. The Board may prohibit the installation of an outside antenna/ satellite dish in a particular location if, in the Board's opinion, the installation, location or maintenance of such outside antenna/ satellite dish unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Committee, or impacts the Condominium Building (i.e., no attachment to the exterior or roof of the Condominium Building).
- d. Outside antenna/ satellite dish may be installed on a stand within the Owner's Exclusive Use Common Area; however, camouflage screening may be required by Promenade.

- e. No outside antenna/ satellite dish is permitted to be installed on any real property which an Owner does not own or is not entitled to exclusively use or control.
- f. Please refer to CC&Rs Article 6.7, Outside Antennae, for more information.

### **3. Disability Modifications**

- a. Modifications to the interior or exterior of a Condominium, and/or the Common Area is permissible to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled.
- b. All modifications require written approval and compliance with Civil Code section 4760.
- c. Modifications shall be removed at the Owner's expense when the need for the modifications is no longer required and/or necessary.

### **4. Solar Energy Systems**

- a. Solar Energy Systems (which include solar panels) are defined in California Civil Code section 801.5.
- b. The Committee may create reasonable restrictions regarding Solar Energy Systems to maintain harmony with the overall architectural and design plan, per California Civil Code section 714, Reasonable restrictions include those that: (a) do not significantly increase the cost of the system; (b) significantly decrease its efficiency or specified performance; or (c) allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- c. Solar Energy Systems shall comply with all applicable federal, state and local statutes, ordinances and guidelines, where applicable.
- d. Solar Energy Systems and related equipment shall be installed in an area not visible from the Common Area where possible. Pipes, wires, conduit and similar equipment shall be installed through attic vents, where applicable, into the Unit and painted the same color as the stucco or fascia it is touching. Solar Energy Systems, including solar panels and related equipment, shall match the color of the roof, where practicable.
- e. Owner shall provide to Promenade as part of the application a report from a licensed engineer acknowledging sufficient roof strength to support the Solar Energy System and a diagram showing the

placement of all Solar Energy System equipment, including a notation of all roof penetrations of any kind.

- f. Solar Energy Systems and related equipment may, upon Promenade's approval, be installed on the roof directly above an Owner's Condominium. An Owner may not install a Solar Energy System and related equipment above another Owner's Condominium. Further, Solar Energy Systems and related equipment shall be installed in an area not visible from the Common Area where possible.
- g. Solar Energy Systems may not be installed on the roof if the roof is not compatible with the Solar Energy System. Further, Promenade shall not be required to replace the roof to ensure it is compatible with the Solar Energy System.
- h. As a prerequisite to the Committee approving an Owner's request to install a Solar Energy System, the Owner must agree to the following:
  - i. The Owner shall notify all neighbors sharing the same roof with the Owner of the proposed Solar Energy System, along with an acknowledgment from each neighbor regarding the proposed Solar Energy System application, listing the neighbor-Owner name, address, date and signature.
  - ii. Owners who receive approval for installation of a Solar Energy System agree to be granted an access only easement for installation, maintenance, repair, replacement and/or removal of the Solar Energy System and must execute all necessary documents to obtain the easement.
  - iii. A Solar Energy System must not exceed fifteen (15) inches in height above the roofline, unless such restriction violates Civil Code section 714. In situations where the fifteen (15) inch restriction violates Civil Code section 714, Promenade's height restriction shall be the minimum height required to comply with Civil Code section 714.
  - iv. Owners agree to be solely responsible for: (1) any increased costs related to Promenade's obligation to maintain the roof; (2) maintenance, repair and/or replacement of the Solar Energy System and all related equipment; (3) any damage caused by the Solar Energy System, whether from installation, maintenance, repair, replacement removal and/or failure to maintain, repair, replace and/or remove the Solar Energy System and related equipment; (4) temporary removal of the Solar Energy System, at Owner's sole expense, if necessary to allow Promenade to perform maintenance, repair, and/or



replacement of the roof; and (5) all fees and costs associated with approval of the Solar Energy System, including but not limited to legal and management fees and costs, and document(s) filing and recordation.

- v. Only properly licensed (e.g. A, B, C-10 or C-46), bonded and insured contractors may install, maintain, repair and/or replace the Solar Energy System and related equipment. Evidence of a contractor's license, bond and insurance shall be submitted as part of the application.
- vi. Owners shall be responsible for procuring and maintaining appropriate third party liability insurance coverage for all damage caused by the Solar Energy System and related equipment, and name Promenade and all Owners sharing the same roof as additional insureds, and/or execute an indemnity agreement in favor of The Association. Owners shall also provide a copy of said third party liability insurance policy to Promenade and notify Promenade, through the management company, of any changes to insurance policy limits.
- vii. Owners shall be responsible for obtaining proper permits, where required, for installation of Solar Energy Systems.

## **5. Windows**

- a. Contact the management company for specific paint / color codes, and approved styles.
- b. Shall be an approved color and match in style to other Condominiums.

## **E. Post Approval Process.**

### **1. Construction**

- a. Work shall be completed within four (4) months of the date of approval of the application.
- b. If work will not be completed within four (4) months, the Owner must submit a written explanation to Promenade as to why work will not be completed within the specified time frame, anticipated completion date, and a request to extend the construction period.
- c. Upon completion of the work, Owner will notify Promenade by submitting a Notice of Completion form (attached) within seven (7) days of completing the work.

- d. Promenade may at any time inspect any work for which the Owner applied for approval. This inspection right shall terminate sixty (60) days after the Owner submits the Notice of Completion form.

**2. Damages**

- a. Owner shall be responsible for any damage caused as a result of an Owner's work, regardless of whether said damage was intentional or unintentional, or caused by Owner or Owner's contractors.
- b. Owner shall ensure all paint, refuse and construction debris is properly removed daily so it is not visible from the Common Area. The Association's dumpsters / trash bins are not to be used to dispose of project related construction debris and should be disposed of in another manner by the Owner. Noncompliance may result in a violation of Promenade's governing documents.

**3. Violations & Enforcement**

- a. Remedies for violations of the governing documents shall be pursued to the fullest extent permitted by law and/or the governing documents.
- b. The burden of proof for an approved application remains with the Owner.
- c. Work commenced and/or completed without written approval from Promenade will constitute a violation of the governing documents and may require removal and/or modification at the Owner's expense.

**V. Enforcement & Fines.**

**A. Enforcement Procedure.**

- 1. Anyone not abiding by Promenade's governing documents may face corrective action by the Board, who is authorized to require the compliance of all persons in the Community with Promenade's governing documents.
- 2. If there is a violation, the Board, Promenade's management company or other designated representative acting on behalf of Promenade, are authorized to obtain the names and addresses of violators and report this information to Promenade. It is also the right and duty of each Owner to report violations to Promenade.
- 3. A violation shall mean and refer to an act in direct conflict with Promenade's governing documents, and/or federal, state or local ordinances.

4. An Owner will receive notice of a violation via first class mail sent to the address on record with Promenade.
5. The violation notice will identify the violation(s) and afford the Owner an opportunity to be heard before the Board or submit a written statement for consideration in lieu of personal appearance.
6. Said violation notice will be postmarked at least ten (10) days before the hearing before the Board, per Civil Code section 5855.
7. Per Civil Code section 5855, within fifteen (15) days after the hearing before the Board, Promenade shall send notice of its decision regarding the violation(s) and imposition of any fines, including but not limited to monetary penalties, suspension of voting privileges, self-help remedies, and/or legal action.
8. If a monetary penalty is imposed against the Owner, Promenade must provide at least thirty (30) days from the date of the notice of decision letter for the Owner to pay the monetary fine.
9. Decisions regarding fines against an Owner shall be recorded in Promenade's Executive Session minutes.

**B. Fine Schedule.**

1. The schedule for monetary penalties shall be as follows:
  - a. 1st violation - \$100.00
  - b. 2nd violation - \$200.00
  - c. 3rd violation - \$400.00
  - d. Subsequent violations and/or failure to correct a violation - \$50.00 per day until the violation is corrected
2. Additional fines, include but are not limited to the following:
  - a. Suspension of voting privileges
  - b. Suspension of Common Area privileges
  - c. Self-help remedies
  - d. Legal action

## **VI. Election Rules.**

As required by California Civil Code (“CCC”) §5105, Promenade adopts the following Election Rules related to elections at Promenade.

### **A. General.**

1. These Election Rules, as provided in CCC §5100, are applicable to the election of directors, removal of directors, special assessments, amendments/restatements to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (“CC&Rs”) and Bylaws, grants of exclusive use common areas, and such other votes Promenade’s Board of Directors (“Board”) determine should be conducted by secret ballot.

2. Pursuant to CCC §4160, and Promenade’s governing documents, Members are Owners.

3. The Board, in its discretion, may modify, delay and/or repeal these Election Rules, in whole or in part, should new laws be enacted by a federal, state, city, or local legislative body that would affect the Election Rules. Effective January 1, 2020, election rules shall not be amended less than ninety (90) days before an election.

4. At least thirty (30) days before ballots are distributed, Promenade shall provide general notice, and individual notice pursuant to CCC §4040 if requested by a Member, of the following: (a) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector(s) of election; (b) the date, time, and location of the meeting at which ballots will be counted; and (c) the list of all candidates’ names that will appear on the ballot.

5. Ballots shall be provided to every Member, or person with general power of attorney for a Member, unless the person was not a Member at the time when ballots were distributed.

6. Promenade shall retain association election materials, as defined in CCC §5200(c), for the time prescribed by California law. It shall include both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter’s separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter’s separate interest or if only the parcel number is used. Promenade shall permit Members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. Promenade or the Member shall report any errors or omissions to either list to the inspector(s) of election, who shall make the corrections within two (2) business days.

### **B. Association Media / Funds / Access to Common Area.**

1. "Association Media" means Promenade's newsletter, internet website, other written communication, and/or television channel(s) from Promenade. Association Media does not include, within its definition, the official ballot materials sent to the Membership inclusive, for Board election, any biographical description and/or photographs of nominees that are running for the Board.

2. No nominee and/or Member/resident shall be provided access to Association Media for campaign purposes from the thirty (30) days prior to the date the first election ballot material is sent to the Membership up to the last day ballots can be cast. To the extent that Promenade permits any other access to Association Media by a nominee (or a Member/resident advocating a point of view) for purposes that are reasonably related to an election, equal access shall be provided to all other nominees (or Members/Residents advocating a point of view) that are reasonably related to the election at issue. No nominee and/or Member shall be charged a fee for access to common area meeting space for purposes related to an election. Promenade will not edit or redact any content from a nominee or Member/resident communication related to an election, provided, that the nominee or Member/resident offering a statement or commentary is responsible for the content and any published comment or comments made. Promenade may include a disclaimer specifying that the nominee or Member/resident, and not Promenade, is solely responsible for the content of the communication.

3. Promenade funds should not be used for campaign purposes in connection with any Association election or vote, except to the extent necessary to comply with the duties of Promenade imposed by law. Promenade can use its funds to have corporate counsel (or other Board-designated individuals) prepare and review appropriate ballots as well as the copying, printing and mailing costs necessary to provide the ballots to the Membership consistent with Promenade's governing documents and California law. Promenade can also add background information and explanation of ballot material. Promenade may use funds to distribute, for election of Board, a biographical description and photograph of the nominees within said election materials. The Board shall not advocate the election or defeat of any nominee that is on a Promenade election ballot for the Board.

4. Promenade shall permit all candidates for election to the Board and those Members advocating a point of view, access to common area meeting space during a campaign, at no cost to the Member for purposes reasonably related to the election.

### **C. Nominee Qualifications / Nomination Procedures.**

1. Members of the Board shall be current in the payment of regular and special assessments, or if delinquent in the payment of regular and special assessments either paid under protest pursuant to CCC §5658 or entered into a payment plan agreement with Promenade pursuant to CCC §5665.

2. To be eligible for nomination and election to the Board, a nominee, at the time his or her name is placed in nomination, as of the time of the election date, and during the term as a Board member, shall: (a) be a Member of Promenade, unless otherwise permitted by CCC §5105(b); (b) be current in the payment of regular and special assessments, or if delinquent in the payment of regular and special assessments either paid under protest pursuant to CCC §5658 or entered into a payment plan agreement with Promenade pursuant to CCC §5665; (c) not serve on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the nominee and the other person is either properly nominated for the current election or an incumbent director; (d) not be a vendor that provides good or services to Promenade.

3. Promenade may disqualify a nominee for election to the Board if any of the following circumstances apply: (a) the nominee has been a Member of Promenade for less than one (1) year;

(b) the nominee discloses, or if Promenade is aware or becomes aware of, a past criminal conviction that would, if the nominee was elected, either prevent Promenade from purchasing the fidelity bond coverage required by CCC §5806 or terminate Promenade's existing fidelity bond coverage.

4. No nominee for election to the Board shall be disqualified until Promenade has provided the nominee with the opportunity to participate in internal dispute resolution pursuant to CCC §5900. In addition, no nominee for the Board shall be disqualified for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party.

5. At least thirty (30) days before any deadline for submitting a nomination for election to the Board, Promenade shall provide general notice, and individual notice pursuant to CCC §4040 if requested by a Member, of the procedure and deadline for submitting a nomination for election to the Board.

6. Nominations may be made from the floor during the annual meeting of Members. Nominations may be made by write-in on the election ballot. The nomination process may be by any of the following: (a) a Nominating Committee may be appointed by the Board. The Nominating Committee may, in its discretion, make as many nominations for election to the Board as necessary, but not less than the number of vacancies that are to be filled, and forward to the Board its nomination(s); or (b) a Member may submit the name(s) of Members, including himself or herself, to be a nominee for election to the Board; or (c) the Board may make nominations for election to the Board.

#### **D. Inspector(s) of Election.**

1. The Board shall appoint one (1) or three (3) inspector(s) of election. If there are three (3) inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all inspectors of election.

2. The inspector(s) of election shall be anyone of the following, as determined by the Board at an open Board meeting prior to the distribution of the ballot material: (1) a Member or Members of Promenade; (2) a volunteer poll worker with the county registrar of voters; (3) a licensee of the California Board of Accountancy; (4) a notary public; or (5) any independent third party not currently employed or under contract with Promenade for any compensable services other than serving as an inspector of election. Inspector(s) of election may not be a member of the Board, a nominee for the Board, related to a member of the Board and/or related to a nominee for the Board.

3. The inspector(s) of election shall perform all duties impartially, in good faith, to the best of the inspector(s) of election's ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of Promenade. The inspector(s) of election shall also: (a) determine the number of Memberships entitled to vote; (b) determine the voting power of each Membership; (c) determine the authenticity, validity, and effect of proxies, if any; (d) receive the ballots; (e) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote; (f) count and tabulate all votes; (g) determine when the polls shall close, consistent with the governing documents; (h) determine the results of the election; and (i) perform any acts which may be proper to conduct the election with fairness to all Members in accordance with California law and Promenade's governing documents.

4. The inspector(s) of election may also appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties (e.g. not be a member of the Board, a nominee for the Board, related to a member of the Board and/or related to a nominee for the Board).

5. The Board shall have the authority to remove and/or replace an inspector(s) of election at any time if an inspector(s) of election resigns or whenever the Board determines that an inspector(s) of election will not perform his or her duties impartially and in good faith, or if the inspector(s) of election ceases to meet the qualifications to serve as an inspector(s) of election.

6. The Board shall provide the inspector(s) of election with a membership list accurate as of the record date established by the Board for voting eligibility and such other documents as may be necessary for the inspector(s) of election to verify the results of the election or votes.

7. The inspector(s) of election shall have the authority to consult with Promenade's Corporate Counsel in the event of uncertainties in the interpretation or application of CCC §5100 et seq., these Election Rules, Promenade's governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and Promenade's governing documents. All such consultations shall be protected by the attorney-client privilege and shall be kept confidential from all persons other than the Board. Neither the inspector(s) of election nor Promenade's Corporate Counsel shall disclose to others, including the Board, how a particular ballot or proxy is to be voted.

#### **E. Voting, Including Secret Ballot Voting.**

1. The record date for Members entitled to receive a ballot shall be the date the first election ballot material is sent to the Membership by Promenade.

2. As more fully described in these Election Rules, votes may be cast by Members either in person, by proxy, or by mail-in ballot. In accordance with Promenade's governing documents, Members shall be entitled to 1 vote per separate interest parcel.

3. Notwithstanding any other law or provision of Promenade's governing documents, Board election and other elections required to be submitted to the Membership pursuant to CCC §5115 shall be conducted by a secret written ballot submitted to the Members without a meeting.

4. The inspector(s) of election shall deliver, or cause to be delivered, to Members at least thirty (30) days before an election, the ballot and a copy of these Election Rules. Delivery shall be made by one of the following methods: (a) individual delivery; or (b) posting to an internet website and including the internet website address on the ballot with the phrase in at least 12-point font: "The rules governing this election may be found here:"

5. Ballots and two pre-addressed envelopes with instructions on how to return ballots, must be mailed by first class mail or delivered by Promenade to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or separate interest parcel on the ballot itself. The balloting process shall include all of the following:

- a. The ballot shall identify all the nominees or, as it relates to any other election, the proposed action and include the opportunity to specify approval or disapproval of the proposed action.
  - b. The ballot itself is not signed by the voter, but is placed into a ballot envelope, which is then sealed ("Ballot Envelope"). The Ballot Envelope is then inserted into the second pre-addressed envelope ("Second Envelope") that is then sealed. In the upper left-hand corner of the Second Envelope, the voter prints and signs his/her name and separate interest identifier (street address) that entitles him/her to vote.
  - c. The Second Envelope is addressed to the inspector(s) of election. The Second Envelope can be mailed by the Member to the inspector(s) of election or delivered by hand to a location specified by the inspector(s) of election. Any Member can request a receipt for delivery of their ballot. Failure to sign the Second Envelope shall invalidate the ballot.
6. The balloting process for amendments to governing documents shall be submitted to the Membership in a similar manner as the election for the Board, except that the ballots could be disseminated to the Membership at any time and not in conjunction with the timing of any meeting.
  7. Voting by proxy shall be permitted in accordance with Promenade's Bylaws and California law, although Promenade may elect not to prepare and distribute proxies in any election or vote covered by CCC §5100, et seq. The responsibility to prepare and submit a proxy shall then rest with the Member seeking to authorize another to vote by proxy. Proxies must be received by Promenade's Secretary, through the management company, at least five (5) business days before the meeting wherein the proxy holder intends to vote. Proxies are not secret ballots in that they will be reviewed by management or other designated representative prior to the meeting. Voting by proxy shall not be permitted in elections or votes submitted to the Membership without a meeting, except if necessary to establish a quorum for any Membership meeting. Voting by proxy shall be permitted in elections or votes where a membership meeting will be held and voting will be allowed or tallied at the meeting. The proxy holder shall be present at the meeting in order to vote.
  8. Voting can begin upon receipt of the ballot materials. The voting instructions included in the ballot materials will show the date and time by which ballots must be returned, at which time the polls will close and no further ballots will be accepted. The date will be as specified in the instructions, provided that at least thirty (30) days must be given to return the ballots to the inspector(s) of election. All ballots must be delivered to the location designated by the inspector(s) of election.
  9. Written ballots may not be revoked once they are submitted to the inspector(s) of election. If a Member loses his/her ballot, he/she may request another ballot, along with the appropriate envelopes from the inspector(s) of election, but the Member must sign a statement, under penalty of perjury that the original ballot was either lost, destroyed or never received. The inspector(s) of election shall maintain a record of each such request and, if it is determined that the Member voted twice, even by mistake, neither ballot would be counted.



10. All votes shall be counted by the inspector(s) of election at the start of a properly noticed meeting. The counting process will be followed by the regular business portion of the meeting, if any, by the Board. Any nominee or other Member of Promenade may witness the counting and tabulation of the votes. Anyone who is not an inspector(s) of election must remain at least ten feet (10') away from the counting table(s). No person may interfere with, harass or otherwise communicate with the inspector(s) of election while the count and tabulation is taking place, other than Promenade's Corporate Counsel as deemed necessary by the inspector(s) of election. The inspector(s) of election can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process. Once the inspector(s) of election have finished counting, the inspector(s) of election will thereafter announce the results of the election at the meeting. No person, including any Member of Promenade or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated by the inspector(s) of election.

11. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall be kept in the custody of the inspector(s) of election or at a location designated by the inspector(s) of election until after tabulation of the vote and until the time allowed by CCC §5145 for challenging the election has expired. Thereafter, the inspector(s) of election shall transfer association election materials, as defined in CCC §5200(c), to Promenade, who shall store them in a secure place for no less than one (1) year after transfer from the inspector(s) of election.

12. The results of any election or vote shall be promptly reported to the Board and shall be recorded in the minutes of the next Board meeting and shall be available for review by Members of Promenade. Within fifteen (15) days of the election or vote, the Board shall publicize the results of the election or vote in a communication directed to all Members.

## **VII. Collection Policy.**

Promenade adopts the below Collection Policy which includes the Promenade's policy for payment plans, imposing late charges and interest, the owner's right to dispute the delinquency, their right to internal dispute resolution and their right to request alternative dispute resolution.

### **A. Assessments.**

1. Promenade's Collection Policy applies to annual assessments, special assessments, capital improvement assessments, or other special benefit assessments ("Assessments"), more fully described in the Promenade's CC&Rs. Assessments are due and payable regardless of whether an Owner receives an invoice.

### **B. Due Dates.**

1. Annual assessments are due and payable in full, in equal monthly installments, on the first (1st) day of each month. Annual assessments become delinquent if not received on the fifteenth (15th) of the month.
2. Special assessments, capital improvement assessments, or other special benefit assessments will not be due and payable earlier than thirty (30) days after the special assessment, capital improvement assessment, or other special benefit assessment has been imposed. Special assessments, capital improvement assessments, or other special benefit assessments become delinquent if not received fifteen (15) days after the payment is due. Payment shall be due and payable, in full, on the due date specified by the Board as follows: (a) in any notice imposing the special assessment, capital improvement assessment, or other special benefit assessment; or (b) in a ballot for approval, where required, presenting the special assessment, capital improvement assessment, or other special benefit assessment.

### **C. Payments.**

1. Payment of Assessments, including overnight payments, must be sent to the following address:

Promenade at Spectrum Homeowners Association  
c/o Howerton Management Services  
8305 Vickers Street, Suite 211  
San Diego, CA 92111

2. Owners may request a receipt for payment of Assessments, which will include the date of payment, amount of payment and person who received payment. Owners requesting a receipt for payment of Assessments must do so in writing directed to the Promenade's manager, as follows:

- 23 -

*Promenade at Spectrum Homeowners Association  
Rules and Regulations*

Promenade at Spectrum Homeowners Association  
c/o Howerton Management Services  
8305 Vickers Street, Suite 211  
San Diego, CA 92111

3. Once an Owner's delinquent Assessment account has been transferred to the Promenade's attorney, no payments can be sent to Promenade or its management company. All communication and/or payments must be through Promenade's attorney, unless otherwise agreed to in writing by Promenade or its Management company.

**D. Delinquent Assessments.**

1. **LATE FEES.** Delinquent Assessments will result in a late charge of ten percent (10%) of the delinquent assessment, or ten dollars (\$10.00), whichever is greater, if not paid in full by the due date. These late charges will be added to the Owner's account, and the Owner is responsible to pay same.
2. **INTEREST.** Delinquent Assessments will result in an interest charge at an annual percentage rate of twelve percent (12%), if not paid in full within thirty (30) days of its due date. These interest charges will be added to the Owner's account, and the Owner is responsible to pay same.
3. **MANAGEMENT FEES/COSTS.** Promenade's management company may charge fees and costs related to the collection of delinquent Assessments. These management fees and costs will be added to the Owner's account, and the Owner is responsible to pay same.
4. **COLLECTION COSTS/ATTORNEY FEES.** Pursuant to Civil Code section 5650(b), Promenade is entitled to collect reasonable costs and attorney fees incurred in collecting delinquent Assessments. These collection costs and attorney fees will be added to the Owner's account, and the Owner is responsible to pay same.

**E. Pre-Lien Notice Procedure.**

1. **PAY OR LIEN LETTER.** If an Owner fails to pay, in full, a delinquent Assessment within thirty (30) days of its due date, the Owner will receive a Pay Or Lien And Validation Notice ("Pay or Lien") letter via first-class United States mail and certified or registered mail, return receipt requested. The Pay or Lien letter will set forth an itemized statement of amounts owed, including amount of delinquent Assessments, interest, late charges, management fees and costs, collection costs and attorneys' fees, or any other amount due to Promenade in connection with collection of delinquencies ("Collection Amount"). A copy of Promenade's Collection Policy shall be attached to the Pay or Lien letter. The Owner will have a minimum of thirty (30) days to pay,

- 24 -

*Promenade at Spectrum Homeowners Association  
Rules and Regulations*

in full, the Collection Amount. Failure to pay, in full, the Collection Amount within the specified time will result in the recording of a Notice of Delinquent Assessment (“Lien”).

2. **INTERNAL DISPUTE RESOLUTION.** Prior to recording a Lien for the Collection Amount, Promenade shall attempt to participate in a meet and confer process if accepted by the Owner. Promenade shall offer to meet and confer with an Owner regarding the Collection Amount and/or Promenade 's Collection Policy ("Meet and Confer Offer"). Promenade 's Meet and Confer Offer shall either be placed: (1) within the Association's Pay or Lien letter; or (2) in a separate written communication to the Owner via first-class United States mail and certified or registered mail, return receipt requested. An Owner who wishes to accept the Meet and Confer Offer must do so in writing within twenty (20) days of the date of the Meet and Confer Offer. Upon the Owner’s acceptance of the Meet and Confer Offer, Promenade shall designate: (1) a prompt date and time for the meet and confer; (2) a location as designated by Promenade; and (3) a Board member, along with Promenade’s community manager to participate in the meet and confer with the Owner.
3. **SHOW CAUSE HEARING REGARDING SUSPENSION OF PRIVILEGES.** Promenade may provide an Owner with a due process hearing before suspending Owner privileges (including but not limited to, voting privileges, use of common area/recreational facilities, bulk cable, internet) for failure to pay delinquent Assessments (“Show Cause Hearing”). Promenade’s Show Cause Hearing shall either be placed: (1) within Promenade's Pay or Lien letter; or (2) in a separate written communication to the Owner via first-class United States mail and certified or registered mail, return receipt requested. The Show Cause Hearing letter shall provide a minimum of ten (10) days’ notice stating: (1) the Collection Amount; and (2) date, time and location for the hearing. The Board shall provide an Owner an opportunity to be heard, orally or in writing, at the Show Cause Hearing prior to making a decision on the suspension of Owner privileges. Within fifteen (15) days of the Show Cause Hearing, Promenade shall provide written notice to the Owner regarding: (1) what Owner privileges will be suspended; and (2) the date the Owner privileges will be suspended unless the Collection Amount is paid, in full, along with any fees and costs associated with reinstatement of Owner privileges (including but not limited to, reinstatement fees and costs from any service provider). Suspension of Owner privileges extends to an Owner’s tenant/renter/lessee.

**F. Lien Notice Procedure.**

1. **ASSESSMENT LIEN.** If an Owner does not pay the Collection Amount, in full, within the deadline set forth in Pay or Lien letter, the Board shall approve the recordation of a Lien against the Owner’s property, which sets forth the amount of delinquent assessment and other sums levied, such as late charges, costs and reasonable attorney's fees, a legal description of the property, the

name of the record owner and name and address of the Trustee authorized to enforce the lien by sale. The Lien shall be recorded in the County Recorder's Office, and creates a lien, which is subject to foreclosure, against the delinquent Owner's property. A copy of the Lien will be sent to the Owner after the recordation.

**G. Pre-Foreclosure Actions.**

1. INTERNAL DISPUTE RESOLUTION / ALTERNATE DISPUTE RESOLUTION. Prior to initiating foreclosure against an Owner's property, Promenade shall make a pre-foreclosure meet and confer offer ("IDR/ADR Offer") to the delinquent Owner. Promenade's IDR/ADR Offer shall be sent to the Owner via first-class United States mail and certified or registered mail, return receipt requested. An Owner who wishes to accept the IDR/ADR Offer must do so in writing within thirty (30) days of the date of the IDR/ADR Offer. The types of dispute resolution are as follows: (1) Internal Dispute Resolution; (2) Mediation; (3) Non Binding Arbitration; or (4) Binding Arbitration, however, binding arbitration is not available if the Association intends to initiate judicial foreclosure against a delinquent Owner's property.

**H. Foreclosure / Legal Actions.**

1. MINIMUM THRESHHOLD TO FORECLOSE. Promenade shall not proceed with foreclosure unless and until the amount of delinquent Assessments (exclusive of late charges, interest, management fees and costs, collection costs and attorneys' fees) equals or exceeds One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00) or the Assessments have been delinquent for more than twelve (12) months ("Threshold").
2. APPROVAL TO FORECLOSE / INSTITUTE LEGAL ACTION. Prior to initiating foreclosure and once the Threshold and above described requirements have been met, Promenade must authorize the decision to proceed with foreclosure / institute legal action against the delinquent Owner.
3. NON-JUDICIAL FORECLOSURE. Promenade may proceed with private foreclosure of the Lien pursuant to the Association's governing documents and Civil Code §§ 2924, et seq., 5700, et seq., 5705, et seq. The non-judicial foreclosure action shall include:
  - a. Notice of Default and Election to Sell ("Notice of Default"). A Notice of Default shall be recorded with the County Recorder's Office and sent to the Owner after the recordation. The delinquent Owner shall have ninety (90) days after recordation of the Notice of Default to make payment, in full, of the Collection Amount and all other related collection fees and costs.

- b. Notice of Trustee's Sale ("Trustee's Sale"). A Trustee's Sale shall be recorded with the County Recorder's Office and sent to the Owner after the recordation. In addition, the Trustee's Sale shall be published according to law. The delinquent Owner shall have ninety (90) days after the date of the trustee's sale of the property to make payment, in full, of the Collection Amount and all other related collection fees and costs.
4. JUDICIAL FORECLOSURE. Promenade may pursue legal action against the delinquent Owner to foreclose on the Lien and force the sale of the Owner's property. If there is insufficient equity in the property, Promenade will seek a deficiency judgment against the delinquent Owner for the Collection Amount, including costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees, collectible by way of sale of personal property, bank levy, rent levy, wage garnishment and/or till tap.
5. MONEY JUDGMENT. Promenade may pursue legal action against the delinquent Owner to recover the Collection Amount. A money judgment against the delinquent Owner for the Collection Amount, including costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees, may be collected through the recording of an Abstract of Judgment with the County Recorder's Office, bank levy, rent levy, wage garnishment and/or till tap.

#### **I. Payment Options.**

1. APPLICATION OF PAYMENTS. Payments received on the Collection Amount will be applied first to delinquent Assessments owed by the "balance forward payment" method (i.e., in reverse order so that payment is applied to the oldest delinquent Assessment first). Only after all delinquent Assessments are paid in full shall such payments be applied to interest, late charges, management fees and costs, collection costs and attorneys' fees, or any other amount due to Promenade.
2. PAYMENT PLANS.
  - a. Meeting Request. Pursuant to Civil Code §5665(b), Owners may submit a written request to meet with the Association to discuss making payments over time for the Collection Amount ("Payment Plan"). Promenade will meet with the Owner in executive session within forty-five (45) days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the Pay or Lien letter, unless there is no regularly scheduled board meeting within that

period, in which case Promenade may designate a committee of one or more board members to meet with the Owner.

- b. Promenade is not obligated to accept a Payment Plan.
  - c. If Promenade agrees to a Payment Plan, the Payment Plan must include the Owner's agreement: (1) to the recordation of a Lien; (2) to continue to pay Assessments while making additional payments on the Collection Amount; (3) that failure to abide by the terms of the Payment Plan constitutes a default of the Payment Plan agreement; and (4) to a stipulated judgment against the Owner for the Collection Amount minus a credit for payments made pursuant to the Payment Plan.
3. RETURNED CHECKS/PAYMENTS. A \$35.00 handling fee, plus any bank charges, shall be imposed with respect to all returned checks and or other payments, for any reason.
4. RELEASE OF LIEN
- a. Upon an Owner's payment, in full, of the Collection Amount and all other related collections fees and costs, Promenade will record within twenty-one (21) days a Release of Lien with the County Recorder's Office and provide Owner with a copy of the recorded Release of Lien upon receipt.

**J. General.**

- 1. SECONDARY ADDRESS. An Owner may notify Promenade of a secondary address for the purposes of collection notices, but such a request must be in writing and mailed via certified mail, return receipt requested. Promenade shall only send notices to the indicated secondary address at the point in time the Association receives the written request. Upon receipt of a written request by an Owner identifying a secondary address for the purposes of collection notices, Promenade shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided by the Owner.
- 2. Promenade's Board, in its discretion, may modify, delay and/or repeal this Collection Policy, in whole or in part, at any time or if new laws are enacted by a federal, state, city, or local legislative body that would affect the Collection Policy.

# Promenade At Spectrum Homeowners Association Architectural Improvement Application

Submit to: Promenade at Spectrum Homeowners Association  
c/o Howerton Management Services  
8305 Vickers Street, Suite 211  
San Diego, CA 92111  
Email: brad@howertonmanagement.com

HOMEOWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE #: DAY \_\_\_\_\_ EVENING \_\_\_\_\_

PROPOSED STARTING DATE \_\_\_\_\_

PROPOSED COMPLETION DATE \_\_\_\_\_

**PLEASE NOTIFY MANAGEMENT COMPANY OF ACTUAL DATE COMPLETED**

DESCRIPTION OF IMPROVEMENT: \_\_\_\_\_

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HOMEOWNERS' SIGNATURE \_\_\_\_\_



ADDRESS: \_\_\_\_\_

**(ARCHITECTURAL REVIEW COMMITTEE USE ONLY, WHERE APPLICABLE)**

\_\_\_\_ APPROVED  
\_\_\_\_ APPROVED SUBJECT TO CONDITIONS listed below  
\_\_\_\_ DENIED for reason(s) listed below

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

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_ BY: \_\_\_\_\_

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

(signature) (signature) (signature)

**(BOARD OF DIRECTORS USE ONLY)**

On \_\_\_\_\_, the Board of Directors (“Board”) for Promenade at Spectrum Homeowners Association discussed the architectural application submitted on \_\_\_\_\_, and where applicable, the Architectural Review Committee’s recommendation(s). The Board has decided as follows:

\_\_\_\_ APPROVED  
\_\_\_\_ APPROVED SUBJECT TO CONDITIONS listed below  
\_\_\_\_ DENIED for reason(s) listed below

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

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_ BY: \_\_\_\_\_

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

(signature) (signature) (signature)

# Promenade At Spectrum Homeowners Association Notice of Completion - Architectural Improvement

HOMEOWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE #: DAY \_\_\_\_\_ EVENING \_\_\_\_\_

DESCRIPTION OF IMPROVEMENT (from architectural application): \_\_\_\_\_

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

Notice is hereby given that the undersigned is the owner of the above referenced property address, that the information contained herein is true and correct, and that the improvement work for the above property was completed on:

DATE: \_\_\_\_\_

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Complete this form in its entirety and return to Promenade at Spectrum Homeowners Association, through the management company as follows:

Promenade at Spectrum Homeowners Association  
c/o Howerton Management Services  
8305 Vickers Street, Suite 211  
San Diego, CA 92111

## **INSPECTION RE: NOTICE OF COMPLETION SUBMISSION (Board of Directors Use Only)**

If Applicable:

INSPECTION DATE: \_\_\_\_\_

REINSPECTION DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Work IS / IS NOT in compliance with  
approved application

Work IS / IS NOT in compliance with  
approved application

# Promenade At Spectrum Homeowners Association Vehicle Registration Form

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

Tenant Name(s): \_\_\_\_\_

Resident Name(s): \_\_\_\_\_

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

Email Address(es): \_\_\_\_\_

Telephone No(s): \_\_\_\_\_

**Vehicles To Be Registered:**

License Plate	Make	Model	Color	Year

The undersigned does hereby attest that the statements made on this registration form are true and accurate, and agrees to be bound by all of the terms and provisions set forth in this registration form and the Rules & Regulations for Promenade, and further that any illegally or improperly parked vehicle may be towed as provided by law.

Signed: \_\_\_\_\_

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

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

Management Company Verification: \_\_\_\_\_