

Dalton Place

COVINA

RULES AND REGULATIONS

ADOPTED: 07/10/2017

The Dalton Place Homeowners Association (“**Association**”) is a residential owners association and offers many benefits to Owners. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Owners, residents and their guests.

The Association’s responsibilities are established in the Restrictions, which include the Association’s Articles of Incorporation and Bylaws, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements For Dalton Place Homeowners Association (the “**Declaration**”), these Rules and Regulations and other documents defined as part of the Restrictions in the Declaration. These Rules and Regulations supplement the Declaration. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration controls.

The purpose of the Association is to oversee the Properties and to ensure that the Association Property will be maintained in an attractive manner. Your automatic membership in the Association provides a revenue base used to pay the costs of maintaining the Association Property in the Properties.

The following rules, regulations and policies have been developed with consideration given to providing each Owner with the greatest enjoyment of his or her Residence without infringing on other Owners and their rights to quiet enjoyment of their Residences and the Properties.

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

Seabreeze Management, Inc.
24680 Aliso Viejo Parkway, Ste. 100
Aliso Viejo, CA 92656
800-232-7517
CustomerCare@Seabreezemgmt.com

GENERAL RULES AND REGULATIONS

PROPERTY GUIDELINES

1. Each Owner, resident and visitor to a Residence or other area of the Properties must comply with the Restrictions, including these Rules and Regulations.
2. All structures and improvements within the Properties shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition. At no time shall an Owner allow such Owner's Residence, landscaping or fencing to become deteriorated or fall into disrepair. The Board, not the Owners, has the authority to determine whether a Residence or other structure or improvement is in a condition that violates the Restrictions.
3. Subject to limited exceptions, no construction, installation or alteration of an Improvement in the Properties, including an Improvement installed or maintained by the Association, may be commenced until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the Architectural Review Committee. For more information, please review the Architectural Guidelines.

ASSOCIATION PROPERTY

1. Owners do not have any right whatsoever to make any change or improvements to the Association Property.
2. The Declarant has installed the landscaping, irrigation improvements and drainage improvements in the front yards. The front yards must be maintained by the Owners. If an Owner wishes to change out the improvements in the front yard, they must first submit plans to the Architectural Review Committee before making any changes.
3. Each Owner is liable to the Association and the other Owners for any damages to any Association Property that may be sustained by reason of the negligence or intentional act of that Owner, the Owner's family members, tenants, guests or invitees.
4. No unsightly articles shall be permitted to remain on any portion of the Properties so as to be visible from any portion of the Association Property. Owners are prohibited from storing, placing, and/or maintaining any personal property on the Association Property.
5. Each Owner shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, and any other item(s) or substance(s) from accumulating in the gutter, washing into the street, or accumulating in the storm drains, preventing the storm drains from operating properly.
6. All play equipment, including, but not limited to, bicycles, tricycles, skateboards, and portable basketball hoops shall be stored inside of the Residence, in the garage or back yard.
7. Adjustments, alterations, and/or modifications to any Association Property equipment and timing devices are strictly prohibited.

8. The display and discharge of firearms or fireworks on the Association Property or within an Owner's Residence or Lot is strictly prohibited. This restriction does not apply to law enforcement officers performing work or to residents transporting lawful, unloaded firearms across the Association Property to or from a Residence. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

SEWER EASEMENTS

The Declarant has reserved, for the benefit of the Association, easements (the "***Private Sewer Easements***") over the Private Sewer Easement Area. The Private Sewer Easements are for the following purposes: operation of the Private Sewer System; maintenance, repair and replacement of the Association Maintained Sewer; and access to the Private Sewer System. Declarant reserves for the benefit of the Association, private service vehicle access easements over the driveways on Lots 9, 16, 17, 20, 26, 27, 30 and 37 of Tract No. 73455.

The Owner Maintained Sewer Laterals for Lots 9 to 37 of Tract No. 73455 do not extend out directly to the Public Sewer. Instead, they extend to the Association Maintained Sewer, which connects to the Public Sewer. This Private Sewer System connects to the City sewer system in the three locations shown on ***Exhibit C2*** of the Declaration. The driveways on Lots 9, 16, 17, 20, 26, 27, 30 and 37 of Tract No. 73455 have been designed and constructed to accommodate the weight of an H20 Truck Load Rating. Damage to the driveways caused by any truck servicing the Private Sewer System shall be repaired at the Association's expense; however, if an Owner installs pavers or enhanced paving in the driveway, the Association may require that the Owner assume responsibility for all repairs and replacement. Any replacement driveway must also be designed to accommodate the weight of an H20 Truck Load Rating. Any proposed driveway design change must be approved in advance by the Architectural Review Committee and the City of Covina Engineering Department.

Owners are prohibited from entering the manholes or tampering with the manhole covers or Improvements in the manholes in the Private Sewer Easement Area.

Each Owner is responsible for maintaining the landscaping and related Improvements in the Private Sewer Easement Area on the Owner's Lot. Owners must not install additional landscape, hardscape, fences or walls in the Private Sewer Easement Area without the written consent of the Association. Owners may replace landscaping in the Private Sewer Easement Area with the same landscaping without Association approval. If the Association is required to damage any Improvement in the Private Sewer Easement Area, the Association shall return the Improvement to its condition before the Improvement was damaged. The Association may require removal of any Improvement in the Private Sewer Easement Area that the Association determines threatens the integrity of the Private Sewer System.

ANIMALS

1. No commercial or farm livestock, including poultry, may be kept in the Properties. Animals may not be raised, bred or kept for any commercial purposes.
2. Up to two (2) dogs or two (2) cats, or any combination thereof, not to exceed the total number of two (2) may be kept in a Residence. All dogs must be licensed and vaccines up to date. The Association may determine that a reasonable number in any instance may be more or less. Each Person is liable for any unreasonable noise and for damage to person or property caused by any animals brought or kept on the Properties by such Person. Each Person shall clean up after such Person's animals.

3. In addition to dogs and cats, but subject to local ordinances, residents may keep a reasonable number of small household pets that live in containers or cages, including fish, rodents and birds, so long as there is no external evidence of their presence in the Properties.
4. Fowl, other than house birds, are prohibited within the Properties.
5. The Board has the power and discretion to determine whether the types, weight or numbers of any animals kept in a Residence are a nuisance. The Board has the power to abate the nuisance through any legal procedure that is available to the Association.
6. Whenever outside on Association Property, animals must be kept under the control of a person capable of controlling the animal either on a leash or other appropriate restraint or carrier.
7. In no event may any residents' animal be left unattended in the Association Property.
8. Residents are solely responsible for ensuring that there is no external evidence of the presence of any animals kept in the Properties (including unreasonable noise or noticeable odor).
9. Each Owner shall be absolutely liable to each and all other Owners, their Families, tenants, residents and guests for damages or injuries caused by any animals brought or kept in the Properties by the Owner or the Owner's Family, tenants, residents and guests.
10. Each resident or guest shall immediately remove any excrement or clean other unsanitary conditions caused by that person's animals on any portion of the Properties. Failure to properly clean up after an animal may be subject to penalty fine(s).

11. For the purpose of this paragraph, the term “Aggressive Dogs” shall mean dogs which are of a breed known to be aggressive or commonly trained for fighting (for example, dogs commonly referred to as “pit bulls”). Aggressive Dogs must at all times be securely confined indoors or confined in a securely and completely enclosed and locked pen in a back yard area. Any time an Aggressive Dog is not confined indoors or in a pen, the dog shall be leashed and muzzled in such a manner as to prevent it from biting or injuring any person or animal. If an Owner of an Aggressive Dog repeatedly violates this restriction, the Board can require removal of the dog, which may be more restrictive than allowed by City ordinances.

BUSINESS AND COMMERCIAL ACTIVITIES

No part of the Properties may be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purpose, including any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full time or part time, generates or does not generate a profit or requires or does not require a license. This Section does not preclude any of the above-described activities, provided that: (a) the patrons, clientele, employees, agents, vendors and business associates do not visit the Residence or park vehicles in the Properties; (b) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the boundaries of the Lot; (c) the activity does not increase the Association’s liability or casualty insurance obligation or premium; (d) the activity is consistent with (i) the residential character of the Properties and (ii) this Declaration; (e) the activity is not illegal, complies with local ordinances and is properly licensed (if applicable); and (f) the activity does not involve delivery or pick up of packages that the Board determines is excessive for a residential development. This Section does not prohibit activities of the Association authorized by the Restrictions.

HOLIDAY LIGHTING AND DECORATIONS

1. Seasonal holiday decorative lighting and decorations may be installed without Architectural Review Committee review, but only in or on an Owner’s Residence, and not on any Association Property.
2. Winter holiday lights and decorations are permitted no earlier than the day after Thanksgiving and must be removed no later than January 15th.
3. Other types of decorative/holiday lights and/or decorations can be installed seven (7) days prior to the holiday and must be removed within seven (7) days after such holiday, unless written authorization has been granted by the Association.
4. Holiday displays which, in the opinion of the Architectural Review Committee, create traffic congestion or become an annoyance to other residents of the Properties will not be allowed and may be removed if ordered by the Board, Manager or Architectural Review Committee.

NUISANCES

1. No noxious or offensive activities shall be carried on upon or in the Properties or on any street abutting or visible from the Properties.
2. The Board is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.
3. Nuisance devices may not be kept or operated in the Properties. Nuisance devices include, but are not limited to, the following:

- Loud outdoor speakers, all horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle and its contents).
 - Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance).
 - Prohibited Vehicles (defined below).
 - Devices that unreasonably interfere with television or radio reception in a Residence.
 - Devices that create or emit loud noises or noxious odors.
4. Construction or demolition waste containers are prohibited (except as permitted in writing by the Architectural Review Committee).
 5. Plants or seeds infected with noxious insects or plant disease are considered a nuisance.
 6. Nuisance also includes anything in the Properties which may:
 - a. Increase the rate of insurance in the Properties,
 - b. Result in cancellation of the insurance,
 - c. Obstruct or interfere with the rights of other Owners, residents or the Association,
 - d. Violate any law or provisions of the Restrictions, or
 - e. Constitute a nuisance or other threat to health or safety under applicable law or ordinance.
 7. Nuisance activities may not be undertaken in the Properties. Nuisance activities include, but are not limited to, the following:
 - a. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other Residences or Association Property.
 - b. Unreasonable levels of noise from a barking dog or other animal kept on the Properties (chronic daily nuisance barking by a dog over extended periods of time).
 - c. Unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance.
 - d. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage.
 - e. Outdoor fires, except on barbeque grills and fire pits designed and outdoor fireplaces used in such manner that they will not create a fire hazard.
 8. Each Owner shall prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item(s) or substance(s) from accumulating in the gutter and/or washing into the street and storm drains.

PARKING AND VEHICLES

The street inside the Properties is a posted no parking fire lane. Violating vehicles can be towed without advance notice to the vehicle owners.

Owners having a sewer manhole located in their driveway must not park a vehicle over the manhole if the owner is away. The manhole must be kept clear in case any maintenance is needed. Any vehicle parked over a manhole must be able to be moved if needed.

Parking in the Properties is limited. The City does not allow overnight parking on the public streets around the Properties. The City or Covina has the following restrictions regarding parking:

1. To ensure that there are sufficient spaces available for guests, this provision requires that residents of the Properties park their personal vehicles in the garage of the Residence.
2. If residents of a specific Residence own fewer vehicles than the number of spaces available in the garage,

they must keep the additional space open so that guests to the Residence can park in the space. For example, if a Residence includes a two car garage and the residents only have one car, the second parking space in the garage must be kept open so that guests can park in that space.

3. If the residents have three cars, then they must park two cars in the garage and one in the driveway. One parking space on the driveway must be left open for guest parking.
4. Residents who have more vehicles than the number allowed to be parked at their Residence must make arrangements to park the vehicles outside of the Properties, taking into account the fact that the City does not allow overnight parking. The City will issue temporary permits in limited situations.
5. The Association shall accommodate City efforts to enforce the prohibition on overnight parking on all public streets.

The following provisions shall be interpreted and enforced in a manner consistent with this statement of intent and City ordinances:

Passenger Vehicles. The following vehicles are “Passenger Vehicles”: standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick-up trucks having a manufacturer’s rating or payload capacity of one (1) ton or as designated in the Rules and Regulations. The Association has the power to identify additional vehicles as Passenger Vehicles in the Rules and Regulations and to adapt this restriction to other types of vehicles.

Recreational Vehicles. “Recreational Vehicles” are motorhomes, travel trailers and camper vans.

Prohibited Vehicles. “Prohibited Vehicles” are commercial-type vehicles (such as stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), vehicles with commercial signage, vehicles designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles and any other vehicle not classified as a Passenger Vehicles. If a vehicle qualifies as a Passenger Vehicle and a Prohibited Vehicle, then the Board will determine how the vehicle is classified.

Resident Passenger Vehicle Restrictions. Passenger Vehicles kept by residents of the Properties must be parked in the garages of the Residences. If residents own more than two (2) Passenger Vehicles, a third Passenger Vehicle may be parked on the driveway. If residents of a Residence have more Passenger Vehicles than can be parked in the garage plus one space on the driveway of their Lot, they must park the vehicles outside of the Properties, in compliance with City parking ordinances.

At least one driveway parking space on each Lot must be left open for use by visitors to the Residence.

Guest Passenger Vehicle Restrictions. Guests’ Passenger Vehicles may be parked in the garage, on a driveway of a Residence or in a striped designated guest parking space. Guests’ Passenger Vehicles may be parked during the day in spaces on the public street around the perimeter of the Properties, but cannot be parked in violation of City restrictions on overnight parking, as enforced by the City.

Recreational Vehicle Restrictions. Recreational Vehicles may be parked on the driveways or the streets in the Properties for a brief period, which is defined as no more than seventy-two (72) continuous hours.

Prohibited Vehicle Restrictions. Commercial vehicles that are Prohibited Vehicles, such as moving vans and delivery trucks, are allowed to drive on the streets in the Properties and park for brief periods for loading, unloading, making deliveries or emergency repairs.

Additional Restrictions on All Vehicles. Vehicles must not be parked in fire lanes. No Person may park any vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks, or extends beyond the limits of the space where the vehicle is parked. Even though a vehicle may fit the definition of Passenger Vehicle, if it does not fit in a garage, the vehicle must not be parked in the garage. No maintenance or restoration of any vehicle may be conducted on the Properties except in an enclosed garage when the garage door is closed, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

RENTAL OR LEASING

1. Except where expressly prohibited by some other agreement or written instrument, Owners may lease or rent their Residence. Owners cannot rent out individual rooms to separate persons.
2. No Owner shall lease or rent such Owner's Residence for transient purposes (less than thirty days), such as for Air BnB, hotel purposes or for any purposes inconsistent with the Declaration.
3. The terms of the lease or rental shall be set out in a written agreement.
4. All lease or rental agreements must be for a term of not less than thirty (30) days, and a copy must be provided to the Manager.
5. The lessor or landlord shall not provide any services normally associated with transient occupancy (including hotel, inn, bed & breakfast, vacation rental, timeshare or similar temporary lodging), such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items. This is a violation of the Restrictions.
6. The lease or rental agreement shall provide that all lessees, tenants, and their families, agents and invitees are bound by the Restrictions when present in the Properties, and any violation of the Restrictions by a lessee, tenant or their families, agents or invitees also constitutes a default under the lease or rental agreement.
7. The Owner of the leased or rented property shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenant, other occupants of the Residence and their Families, guests and invitees while present in the Properties. The lessor/landlord Owner shall indemnify, defend and hold harmless the Association, and the other Owners in the Properties from any liability arising from any such acts or omissions.
8. All Assessments and the obligation to ensure that residents comply with Restrictions remain the responsibility of the lessor/landlord Owner during the term of the lease or rental agreement.
9. A copy of the Restrictions must be provided to the lessee/tenant at the commencement of occupancy.
10. Owners must give written notice to the Manager within ten (10) days after the rental of such Owner's Residence and must furnish the Manager with the name and contact information of the new tenant at the signing of the lease.

SIGNS AND FLAGS

1. Except as authorized below, all signs must be approved by the Architectural Review Committee.
2. Each Residence may have one (1) nameplate or address identification sign which complies with the Architectural Review Committee Guidelines.
3. Each Residence may have one (1) sign advising of the existence of security services protecting a house which complies with Architectural Guidelines.
4. Each Residence may have one (1) sign advertising the Residence for sale or lease that complies with the following requirements:
 - a. The sign has reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size), provided the sign is promptly removed at the close of the resale escrow or the lease, or upon the Owner's withdrawal of the property from the resale or lease market.
 - b. The sign is of a color, style and location must be approved by the Architectural Review Committee.
5. No "OPEN HOUSE" signage is allowed within the Association Property. The following are the "OPEN HOUSE" guidelines. Each Owner shall comply with the following requirements:
 - a. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residences, must use a standard sign to conform as follows:
 - (1) no larger than 20" x 30", and
 - (2) the words "OPEN HOUSE ". Signs can be displayed within a window of the Residence. Signs may not be placed on the landscaping in front of the Residences.
 - b. An Owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent. No riders or flags are permitted.
 - c. The Association will summarily remove signs not complying with the Rules and Regulations and will not be responsible for their return to the Owner or Owner's agent.
6. Each Residence may have a noncommercial sign, poster, flag or banner must comply with the following requirements:
 - a. A noncommercial sign or poster must not be more than nine (9) square feet in size.
 - b. A noncommercial flags or banner must not be more than fifteen (15) square feet in size.
 - c. A noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.
 - d. The noncommercial sign or poster may not be attached to any property owned by the Association.
 - e. Any noncommercial sign, poster, flag or banner that constitutes a nuisance, as determined by the Board, will be required to remove by Owner.

TRASH

1. Trash and recyclables must be stored in closed sanitary containers and must be kept in garages or within the side or back yard out of view from any Association Property when not out for collection.
2. No trash, recyclable materials or containers may be stored between collection days outside of the designated containment area.
3. On collection days, closed containers may be set out in the designated collection area for a reasonable period (not to exceed twelve (12) hours before and after scheduled trash collection hours).
4. No trash, trash containers or recyclable materials may be stored in view of other Residences or Association Property.

5. The Board has the power to make additional Rules and Regulations concerning the disposal of trash and recyclables, consistent with City ordinances.
6. The trash collection company may require no parking on streets on trash collection day.

VIEWS

Each Owner acknowledges that (a) there are no protected views in the Properties, and no property is assured the existence or unobstructed continuation of any particular view, and (b) any construction, landscaping (including the growth of landscaping) or other installation of Improvements by Declarant or other Owners may impair the view from any Residence, and each Owner hereby consents to such view impairment.

THE DALTON PLACE HOMEOWNERS ASSOCIATION ENFORCEMENT GUIDELINES

ENFORCEMENT POLICY

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

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

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

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

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

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

**THE DALTON PLACE HOMEOWNERS ASSOCIATION
FINE POLICY**

FINE POLICY

After Notice and a Hearing, as set forth in the Enforcement Policy, the following disciplinary action may be imposed against a member for a violation or violations of the Association's governing documents, Architectural and Landscape Guidelines and Rules and Regulations:

Each violation: \$100.00

Continuing violations: \$100.00 per month, per violation, until such time the violation(s) is/are cured.

- a) A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a Notice of Hearing.
- b) Each meeting month, the alleged violating member may attend a hearing to address the Board regarding the alleged continuing violation; however, no new Notice of Hearing need be sent to the alleged violating member. This Fining Policy is intended to provide such notice to members of their right to attend a hearing and address the Board.

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

**THE DALTON PLACE HOMEOWNERS ASSOCIATION
NOTICE OF COMPLAINT**

There must be at least two Owners representing two Residences to pursue violations that cannot be viewed during an inspection of the Properties (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Restrictions.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____

Address: _____

Phone: _____

(Alleged Violator's Name)

(If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurred? _____

How often does the alleged violation occur? _____

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**THE DALTON PLACE HOMEOWNERS ASSOCIATION
PROCEDURE FOR OWNER
HEARING**

Procedure:

1. Introductions and description of hearing session procedures.
2. Statement of violation by acting chairperson.
3. Violator's statement and presentation of oral or written evidence.
4. Review of Declaration requirements, Rules and Regulations and other Restrictions.
5. Discussion and questioning of the violator by the Board of Directors.
6. Questions and final statement by alleged violator.
7. Owner is thanked for coming and told that they will be notified of the Board of Directors' decision within fifteen (15) business days.
8. Board will deliberate and render a determination without Owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Owner: _____ Phone number: _____

Address: _____

Nature of violation: _____

Board ruling: _____

Additional comments: _____

Date: _____

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THE DALTON PLACE HOMEOWNERS ASSOCIATION NUISANCE POLICY

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

THE DALTON PLACE HOMEOWNERS ASSOCIATION ELECTION RULES

These rules apply only to the following elections:

- a) Approval of an assessment increase above the levels allowed to be made by the Board pursuant to Civil Code § 5605;
- b) Elections of the Members of the Board;
- c) Amendments to the governing documents (as defined in *Civil Code* § 4075); and
- d) Grant of exclusive use of a portion of the Association Property pursuant to *Civil Code* § 4600.

Qualifications for Membership Voting

Only Owners, as defined in the Declaration, are Members of the Association. A Member shall be entitled to one (1) vote for each Condominium owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Following Notice and Hearing in compliance with a procedure described in *Corporations Code* § 7341, the Association's Board may terminate or suspend any Owner's right to vote as a penalty for violation of the Restrictions.

Qualifications for Candidacy and Continued Service on the Board: Pursuant to the Restrictions, any Candidate for a position on the Association's Board must be in good standing with the Association.

For purposes of these rules "not in good standing" shall mean that the Member at the time of the determination:

- a) Owes the Association an undisputed debt for assessments, penalties, costs, interest, late charges, judgment or fine, which is more than 90 days old. For purposes of this rule such a debt is "undisputed" if the Member has: (A) not challenged the debt with credible written evidence, or (B) the Member has requested and attended a hearing before the Board, or other appropriate Association committee, which resulted in an overall determination favorable to the Association;
- b) Has current violation(s) of the Restrictions (as defined in *Civil Code* § 4075) which is/are unremedied for more than 90 days following notice of the violation from the Association or which are unsuccessfully challenged by the Member at a hearing. For purposes of this rule a violation is successfully challenged by the Member when the Member has: (A) opposed the violation with credible evidence, and (B) requested and attended a hearing before the Board or other appropriate Association committee, where the hearing resulted in a determination generally favorable to the Member. Any other action by the Member or result following a hearing is an unsuccessful challenge;
- c) Is currently, or within the 36 months prior to the election has been, a party in litigation against the Association in which the Association was the prevailing party.
- d) At the time of the nomination, is burdened by a judgment in favor of the Association.

In any event, any qualified Candidate may nominate himself/herself to run for a director position, in accordance with the Restrictions, the *Civil Code*, and *Corporations Code*. However, nominations from the floor are not permitted. Write-in candidates are not permitted and will not be counted.

Only Candidates who are in good standing are qualified to be Candidates for election to the Board.

No Member may be a Director or Candidate for election to the Board who, after Notice and a Hearing in accordance with a procedure described in *Corporations Code* § 7341, before the Board, or other appropriate Association committee, has been determined to be:

- a) Not a Member “in good standing” (see Section 12.03(a));
- b) Married to, or sharing a common household with any other candidate or Member of the Board.
- c) The Candidate and/or Director cannot be bonded by the company providing the Association fidelity bond coverage.

Votes will not be counted for any Candidate who is not qualified. Candidates will be notified in writing upon submittal for nomination if they are not in good standing. In the event of a tie, the winner will be determined by a coin flip or drawing of straws.

The Association will publish a request for candidates in the Association’s newsletter and/or other direct mailing (as the Board shall determine) approximately 120-150 days prior to the date of the annual meeting. Prospective candidates desiring to run for a position on the Board must complete a Candidate’s Qualification Form and return the completed form to the designated person(s) on or before the nomination deadline noted on the form or accompanying materials in order to be placed on the ballot by the Association.

Solicitation Materials

If access is provided to any Candidate, all Candidates for election to the Board shall have one (1) no cost opportunity for access to Association media selected by the Board (e.g. the Association’s newsletter, or the Association’s web site) during a campaign, following reasonable notice to all Candidates of the availability, for a purpose(s) reasonably related to that election, provided the deadline for delivering the Candidate’s statement to the Association established by the Board, as set forth in the reasonable notice to the Candidates, shall have been met by a Candidate for such publication prior to that election. No Candidate’s statement shall exceed 250 words for publication in Association media. For purposes of this rule, notice to the Candidates shall be sent to the Member’s address on file with the Association.

Any Candidate wishing to present any other campaign materials to the Members other than as provided in (a) above, and in other than Association media, may do so by any reasonable means, and at the Candidate’s sole expense.

If access is provided to any Member, all Association Members shall have one no cost opportunity to have access to Association media selected by the Board (e.g. the Association’s newsletter or the Association’s web site) during a campaign, following reasonable notice to all Association Members of the availability, for a purpose(s) reasonably related to that election, provided the deadline for delivering the Member’s statement to the

Association established by the Board, as set forth in the reasonable notice to the Members, shall have been met by the Member for such publication prior to that election. No Member's statement shall exceed 250 words for publication in the Association media. For purposes of this rule, notice to the Members shall be sent to the Member's address on file with the Association.

Any Member wishing to present any other campaign materials to the Members other than as provided in (c) above, and in other than Association media, may do so by any reasonable means, and at the Member's sole expense.

Content

The Association shall not edit or redact any content from Candidate or Member messages, but may include a statement specifying that the Candidate or Member, and not the Association, is responsible for the content of any published statement.

Limitation on Publication Space Made Available

So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any Association no cost publication by limiting the number of opportunities for print space made available and/or the number of words that will be included from each Candidate or Member in the Association's no cost publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 250 words for any one Association publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

Availability of Meeting Space

One time access to an Association Property space determined by the Board, on a date and at a time reasonably established by the Board, shall be provided at no cost, following reasonable notice, to all Candidates and all Association Members, for the purpose of hearing any such Candidate or Member wishing to advocate a position, support or opposition to any Candidate or election matter, prior to the election by hosting a "Meet the Candidates Night", or other special gathering, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event. The Association shall not charge for the use of the Association Property space on the date and at the time so designated for this purpose.

Selection of Inspector(s) of Election

Prior to the presentation of any issue to the Members for a vote, the Association shall appoint one (1) or three (3) Inspector(s) of Election. The Inspector(s) of Election appointed by the Board may be any person or entity other than: (1) a Director; (2) a Candidate; (3) any of the Director's relations; or (4) any of a Candidate's relations. The appointed Inspector(s) of Elections must be an independent third party and may include, but not be limited to, a Member of the Association or any person or entity employed by and receiving compensation from the Association.

The Inspector(s) of Election shall use the Restrictions, including these rules, the Civil Code and the Corporations Code, shall consider the advice of the Association's corporate counsel, and shall attempt, in so far as possible, with fairness to all, to allow the vote of each Member, and be consistent, in the discharge of his/her responsibilities.

Meeting Conduct

Any count or tabulation of ballots shall be done at an open meeting of the Board. Any Candidate or Member may observe the count, but shall stand at least ten (10) feet away from the Inspector(s) of Election. Candidates and/or Members may not harass, cajole, distract, molest, communicate with, or otherwise interfere with the Inspector of Elections while the count is taking place. Prior to the completion of the count or tabulation, Members or persons not specifically authorized to do so by the Inspector of Elections may not touch any ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Manager's office once the meeting is concluded. Any person violating this Section may be asked by the Inspector of Elections to leave the meeting, the count and tabulation may be continued to a different time and/or place, or any other reasonable step(s) may be taken by the Inspector(s) to prevent further disruption.

If allowed, the authenticity, validity and effect of proxies shall be determined by the Inspector of Election on the night of any election. The polls for any vote of the Membership shall be open from the date the Secret Ballot is mailed and shall be closed at the time that envelopes are opened, unless the Inspector determines another time for the polls to close. The polls for any vote of the Membership shall close when the Inspector of Election has determined that the ballots shall be counted.

THE DALTON PLACE HOMEOWNERS ASSOCIATION ASSESSMENT COLLECTION POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Association. Accordingly, the Board takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“Declaration”) and the California Civil Code to enforce the members’ obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board. Therefore, pursuant to the Declaration and applicable sections of the California Civil Code, the following is the Association’s Assessment Collection Policy:

1. Regular monthly assessments are due and payable on the **first** (1st) day of each month. It is the responsibility of the owner of record to pay each assessment in full each month regardless of receipt of a statement. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.

2. Assessments, late charges, interest and reasonable fees and collection costs, including attorney’s fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

3. Payments are posted as of the date received at the Association’s business office. Assessments are delinquent **fifteen (15) days** after they become due. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, reasonable fees and costs of collection and reasonable attorney’s fees shall be at a rate of 12% per year, commencing **thirty (30) days** after the assessment becomes due.

4. Any payments made shall be first applied to the assessments owed, and only after the assessments owed are paid in full, shall the payments be applied to late charges, interest, or collection expenses.

5. If the assessment is not paid within **ninety (90) days** of the due date, the Association will send a certified letter (“Notice of Intent to Lien”) to the delinquent Owner’s addresses of record, including primary and secondary addresses provided to Association by Owner, informing the owner of the following:

- (a) a general description of the Association’s lien enforcement procedures and the method of calculation of the amount;
- (b) a statement that the Owner has the right to inspect Association records pursuant to California Corporations Code Section 8333;
- (c) The following statement in 14-point boldface type: **“IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.”**
- (d) an itemized statement of the charges owed by the Owner, including items on the statement indicating the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys’ fees, any late charges, and interest, if any;
- (e) a statement that the Owner will not be liable to pay charges, interest, and collection costs, if it is determined the assessment was paid on time to the Association;
- (f) the Owner’s right to request a meeting with the board of directors to discuss a payment plan pursuant to Civil Code Section 5665;
- (g) the Owner’s right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association’s “meet and confer” program required pursuant to Civil Code Sections 5900 and 5915; and
- (h) The Owner’s right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 through 5965 before the Association may initiate foreclosure against the Owner’s separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

The letter described in this Paragraph 5 will be sent to the delinquent Owner at least **forty-five (45)** days prior to recording a lien against the delinquent Owner's separate interest. The cost of the letter will be billed to the delinquent Owner's account. All further costs, including reasonable attorneys' fees, are also the delinquent Owner's responsibility.

6. Within **fifteen (15) days** from the date of the postmark of the Notice of Intent to Lien, a delinquent Owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent Owner in executive session within **forty-five (45) days** of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members to meet with the owner.

7. If the delinquent Owner fails to pay the amount set forth in the Notice of Intent to Lien (a) within **forty-five (45)** of the date of the postmark of the Notice of Intent to Lien, or (b) in the event the delinquent Owner submits a request to meet, as set forth in No. 6 above, within **sixty (60) days** of the date of the postmark of the Notice of Intent to Lien, then the Board may decide that a lien will be recorded against the Owner's separate interest. Such decision must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to record a lien must be by a majority vote of the Board members in an open meeting, and the Board's vote shall be recorded in the minutes of that meeting. The delinquent Owner will be charged for the lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Owner must be recorded together with the lien.

8. A copy of the recorded lien shall be sent via certified mail to every person who is shown as an owner of the separate interest in the Association's records no later than **ten (10) calendar days** after recordation. Notices shall also be sent to any secondary address provided by Owner.

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

10. No assessment lien may be foreclosed until (a) the amount of the delinquent assessments secured by the lien (exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds \$1,800.00, or (b) the assessments are more than twelve (12) months delinquent. If the Association chooses to record a lien under these circumstances, it shall, prior to recording the lien, offer the Owner an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of alternative dispute resolution is the Owner's choice; however, binding arbitration shall not be available if the Association intends to initial judicial foreclosure.

11. The decision to initiate foreclosure of a lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a lien must be by a majority vote of the Board members in executive session, and the Board's vote shall be recorded in the minutes of the next meeting of the Board that is open to all members. The Board shall maintain the confidentiality of the Owners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the Owners. A Board vote to approve foreclosure of a lien shall take place at least **thirty (30) days** prior to any public sale.

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

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

14. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.

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

Seabreeze Management, Inc.
24680 Aliso Viejo Parkway, Ste. 100
Aliso Viejo, CA 92656

16. The Association may alternatively file a civil action in Small Claims Court.

17. A copy of Civil Code Section 5730, 4740(b) is attached hereto.

CIVIL CODE SECTION 5730, 4740(b)

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

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the Restrictions 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 Association Property damaged by a member or a member's guests, if the Restrictions 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).

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

**THE DALTON PLACE HOMEOWNERS ASSOCIATION
IDR POLICY (INTENRAL DISPUTE RESOLUTION)**

Either party (Association or Owner) to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board and attend the meet and confer session with the Owner. The Board Designee and the Manager shall both meet together with the Owner regarding the dispute.
4. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the IDR is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Association so that the Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Association.
8. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
 - a. The Agreement is not in conflict with the law or the Restrictions; and
 - b. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Owner and the Board Designee.
9. The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

**THE DALTON PLACE HOMEOWNERS ASSOCIATION
ADR POLICY (ALTERNATIVE DISPUTE RESOLUTION)**

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

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Restrictions, the parties to the disputes i.e., the Owner and the Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution (“**ADR**”) may be binding or non-binding. Please note that failure of either the Association or the owner to offer ADR is a basis for ruling against you.

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the Restrictions.