



Avanté Community Rules and Regulations

**Version
2022.1.5**

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1 Introduction

1.1 Governing Documents

Avanté at Del Sur is a Common Interest Development as defined under California Law. It is governed by the Avanté Community Association (**Association**), which was incorporated as a nonprofit mutual benefit corporation on June 20th, 2018. Every Owner is a member of the Association. References herein to Members and Owners are synonymous. The Association is governed by the following documents:

- (a) Bylaws of the Avanté Community Association
- (b) Declaration of Covenants, Conditions Restrictions, and Reservation of Easements for the Avanté Community Association (CC&Rs)
- (c) Avanté Community Rules & Regulations
- (d) Avanté Board Policies
- (e) AADRC Guidelines

The CC&Rs is a recorded document setting forth the rule structure of the Association. The Bylaws set forth the governing structure of the Association. The Avanté Community Rules & Regulations and Avanté Board Policies are operating rules defined by the Association Board of Directors. Some, but not all, operating rules require a 28-day comment period prior to approval.

These Rules and Regulations clarify and support the CC&Rs. In the event of a conflict between the CC&Rs and these Rules & Regulations, the CC&Rs shall control.

1.2 Meetings

Both the Association Bylaws and the California Civil Code provide more detailed information regarding the types of meetings that are held by the Association. However, these are the most common meetings that will be held.

- 1.2.1 Owners Meetings are held annually to elect directors. Ballots must be provided no less than thirty days prior to the meeting.
- 1.2.2 Board Meetings (Open Sessions) are used to conduct the regular business of the Association. Participation by Owners other than Directors is limited to the Homeowner's Forum. Open Sessions of the Board must be announced no less than four days prior to the meeting.
- 1.2.3 Board Meetings (Executive Sessions) are used to consider matters related to litigation, matters relating to the formation of contracts with third parties, Member discipline, and personnel matters. Attendance is limited to Directors and invited individuals. Executive Sessions of the Board must be announced no less than two days prior to the meeting.

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- 1.2.4 Committee Meetings are usually limited to appointed members; however, committees may occasionally hold open meetings to collect Owner input. Committees are not required to provide notice of their meetings.
- 1.2.5 With the exception of Committee Meetings, all meetings are conducted in accordance with parliamentary procedures as per the most current edition of Robert's Rules of Order.

1.3 Civil Code §5310 Annual Policy Statement

The following policies and procedures are provided to the Members of the Association in fulfillment of the requirements of California Civil Code §5310.

1.3.1 Official Association Communications

Official communications should be sent to the current Avanté HOA Management Company.

1.3.2 Multiple Member Addresses

Civil Code §5730 requires that, upon receipt of a request by a member, pursuant to Section 5260, identifying a secondary address for delivery of notices of the following types, the association shall deliver an additional copy of those notices to the secondary address identified in the request.

1.3.3 Posting of General Notice

The Association will provide general delivery of notices to the membership by the following means:

- (a) Posting of a printed document at The Rec Center or Mailboxes; and
- (b) Emailing the document to the address each Member has on file with the Community Manager.

This resolution does not affect the right of any Member of the Association, on written request to the Community Manager, to receive individual delivery of notices by mail.

1.3.4 Option for Individual Delivery

In accordance with Civil Code §4045(b), Members are entitled to receive individual delivery of general notices via mail. Members must request individual delivery in writing.

1.3.5 Right to Receive Meeting Minutes

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The Association will make every attempt to make available draft meeting minutes of the open session meetings of the Board of Directors within thirty days of that meeting. If meeting minutes have not been approved, draft minutes will be available. Members may download copies of minutes from the Avanté HOA Management Company website. Members may also request written copies of minutes by submitting a request to the Community Manager and paying a fee for processing and postage.

1.3.6 Assessment Collection Policies

Civil Code 5730 specifies the content of Notice Assessments and Foreclosure provided in Section 7 of these Rules & Regulations and are sent out annually.

1.3.7 Enforcement of Lien Rights

The Avanté Delinquent Assessment Collection Policy is sent out annually.

1.3.8 Enforcement Policy

The policy for enforcing compliance with the operating rules and governing documents is provided in Section 4 of these Rules & Regulations.

1.3.9 Dispute Resolution

- (a) **Internal Dispute Resolution.** The Association will comply with Civil Code §5915 (Default Meet and Confer Procedure) for the resolution of internal disputes.
- (b) **Alternative Dispute Resolution.** Civil Code 5730 specifies the following Alternative Dispute Resolution Notice be provided in this Annual Policy Statement:

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.

1.3.10 Approval of Architectural Changes

Refer to the Design Review Committee process

1.3.11 Address for Overnight Payment

Contact the current Avanté HOA Management Company for payment information.

2 General Guidelines

2.1 Age and Occupancy Qualifications

The purpose of these rules is to provide clarity concerning the Association's occupancy restrictions. The Association's age restrictions are a big benefit to the community, and it is up to the members and the Board of Directors to ensure that the community does not lose its age-restricted status by allowing non-qualified residents to reside in this community.

2.1.1 **Occupancy:** Each residence must be occupied by at least one Qualifying Resident. All other occupants must either be a Qualified Permanent Resident or a Permitted Health Care Resident. These individuals are Residents for the purposes of these Rules & Regulations. (CC&R¶3.2)

(a) A **Qualifying Resident (QR)** is a person at least 55 years old.

(b) A **Qualified Permanent Resident (QPR)** is a person who resides with a QR and meets at least one of the following requirements:

- i. Is at least 45 years old;
- ii. Is the spouse or cohabitant of a Qualifying Resident;
- iii. Is providing primary physical or economic support to the Qualifying Resident.
- iv. Is the disabled child or disabled grandchild of a Qualified Permanent Resident;

(c) A **QPR** is also a person who was residing with a QR prior to the death or hospitalization of the QR, or became divorced or separated from the QR and meets at least one of the criteria in subparagraph (b) above; or

(d) A **Permitted Health Care Resident (PHCR)** is either a health care professional or a family member providing either medical treatment or assistance with daily activities. The care provided by the PHCR must be substantial in nature. Assistance with daily activities means that the QR needs assistance from the PHCR to get by on a day-to-day basis.

(a) **Continuing Occupancy:** Upon the death or prolonged absence of the Qualifying Resident, the following categories of Resident may remain in the home for the indicated period of time.

- a. Qualified Permanent Resident (QPR): Indefinitely.
- b. Permitted Health Care Resident (PHCR): Up to 90 days. The Board may extend this interval at its discretion.

2.1.2 **Cohabitants** means persons who live together as husband and wife, or persons who are domestic partners within the meaning of California Family Code Section 297.

2.1.3 **Guests:** All persons not meeting the above requirements are deemed Guests for the purposes of these Rules & Regulations and may not reside in a residence for more than sixty days per calendar year.

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- 2.1.4 Each Owner is responsible for providing the Association with an accurate Age Verification Survey. This survey must be updated whenever anyone moves into or out of a Unit within Avanté.
- (a) Residents whose qualification is based on age must provide government issued identification that indicates the date of birth.
 - (b) Owners with Residents in the following categories must provide an additional statement as indicated below:
 - i. Spouse or Cohabitant: I hereby attest that <Name of Supporting QPR>, is the spouse or cohabitant (within the meaning of California Family Code Section 297) of <Name of QR>.
 - ii. Supporting QPR: I hereby attest that <Name of Supporting QPR> provides primary physical or economic support to <Name of QR>.
 - iii. Disabled QR: I hereby attest that <Name of QR or QPR> is the child or grandchild of <Name of QR or QPR>, is disabled and requires assistance with daily activities.
 - iv. Permitted Health Care Resident: I hereby attest that <Name of QR or QPR> is disabled and requires assistance with daily activities. <Name of PHCR> is a full-time resident who provides that assistance on a daily basis.
- 2.1.5 All persons not identified as Residents on the current Age Verification Survey shall be considered guests.
- 2.1.6 Owners who violate these rules will be subject to reasonable fines as determined by the Board of Directors and may have their Common Area rights suspended, including their use of Common Area amenities and ability to serve on the Board of Directors.

2.2 Common Area Guidelines

- 2.2.1 Littering in the Common Areas is strictly prohibited.
- 2.2.2 Smoking or vaping is not permitted inside The Rec Center or inside any other Association buildings. Smoking or vaping is not permitted in outdoor Common Areas.
- 2.2.3 Owners are allowed to bring alcohol to The Rec Center (see page 18 for more information). Glass objects are prohibited in the pool and spa areas.
- 2.2.4 No owner shall have any right whatsoever to make any change or improvement to the Association property without prior written authorization from the Association.
- 2.2.5 Each Owner is liable to the Association for all damage to the Common Property that is sustained due to the negligence or willful act of the Owner, the Owner's family, contractors, tenants or invitees, and any other persons who derive their use of the Common Property from the Owner or from the Owner's family, tenants or invitees.

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- 2.2.6 Balconies are not to be used for storage. No unsightly articles shall be permitted to remain on any portion of a Residence so as to be visible from any other portion of a Property.
- 2.2.7 No tent, shack, shed, trailer, mobile home, modular building, storage building, shipping or storage container or similar movable building or shelter may be placed on any portion of the Neighborhood except for a temporary move-in/move-out period for an owner not to exceed two days subject to approval of the Community Manager or Board of Directors.
- 2.2.8 Door wreaths, less than 24 inches diameter, and door mats that do not impede traffic flow are allowed. Holiday wreaths must comply with R&R sect 2.6

2.3 Business and Commercial Activities

- 2.3.1 No Owner or other occupant of the Community may undertake any activity in any Unit or use any portion of the Common Property for any business, commercial or non-residential purposes, or for any other purposes that is inconsistent with the Governing Documents. Such purposes include manufacturing, storage, vending, auctions, vehicle or equipment repair, entering into any lease or rental agreement under which the Residence would be occupied by numbers of persons in excess of the maximum occupancy permitted under applicable law, and transient occupancy of the Residence (such as hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging). Exceptions are:
 - (a) The hiring of employees or contractors to provide maintenance, construction or repair services that are consistent with the Governing Documents;
 - (b) The provision of in-home health care or assisted-living services to any resident of the Community;
 - (c) Small, home-based service businesses or other non-residential or commercial uses that do not create a nuisance to other Owners or generate unreasonable traffic into the Community. Visits by clientele or suppliers must be limited to regular business hours and such clientele/suppliers are only permitted to park their vehicles in the garage of the Residence. Business activity must take place solely in the home.

2.4 Nuisances

- 2.4.1 Noxious or offensive activities are prohibited in the Community. The Board is entitled to determine if any device, noise, odor or activity constitutes a nuisance.
- 2.4.2 Nuisance devices may not be kept or operated in the Community or exposed to the view of other Units or Common Area. Nuisance devices include the following:

- (a) 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)
- (b) Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and Restricted Vehicles (defined below)
- (c) Devices that create or emit loud noises or noxious odors
- (d) Devices that unreasonably interfere with Internet, WiFi, television or radio reception to a Unit
- (e) Plants or seeds infected with noxious insects or plant diseases;
- (f) The presence of any other thing in the Community which may:
 - i. increase the rate of insurance in the Community
 - ii. result in cancellation of the insurance
 - iii. obstruct or interfere with the rights of other Owners or the Association
 - iv. violate any law or provisions of the Governing Documents
 - v. constitute a nuisance or other threat to health or safety under applicable law or ordinance.

2.4.3 Nuisance activities may not be undertaken in the Community or exposed to the view of other Units or Common Area without the Board's prior written approval. Nuisance activities include the following:

- (a) Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other Units and/or Common Area.
- (b) The creation of unreasonable levels of noise from gatherings, outdoor activities, recorded music, radios, television or related devices, or live music performance.
- (c) The creation of unreasonable levels of noise from a barking dog or other animal kept in the Community (e.g., chronic daily nuisance barking by a dog over extended periods of time).
- (d) Repair or maintenance of vehicles or mechanical equipment, except in a closed garage.
- (e) Outdoor fires, charcoal barbecue grills and fire pits are never allowed on balconies. BBQ's with small gas tanks [<1 gallon in size] are allowed on balconies of Model 2, 3&4 units, as permitted by California Fire Code 308.3.1, 308.1.4, 308.3.1.
- (f) Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Board of Directors.
- (g) Any activity which may:
 - i. increase the rate of insurance in the Community
 - ii. result in cancellation of the insurance
 - iii. obstruct or interfere with the rights of other Owners or the Association
 - iv. violate any law or provisions of the Governing Documents
 - v. constitute a nuisance or other threat to health or safety under applicable law or ordinance.

2.5 Signs

No sign, advertising device or other display of any kind shall be displayed in the Community except for the following signs:

- 2.5.1 For each Unit, one (1) sign advising of the existence of a security system protecting a Unit.
- 2.5.2 One (1) sign advertising the Unit for sale or lease.
 - (a) Such sign must have reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size),
 - (b) Such sign shall be promptly removed at the close of the resale escrow or the lease, or upon the Owner's withdrawal of the Unit from the resale or lease market.
- 2.5.3 For each Open House at a Unit being advertised for sale, the following additional signs may be displayed subject to the following rules:
 - (a) Signs may be displayed between the hours of 10:00 am and 6:00 pm on the day of the open house;
 - (b) Signs may be placed as follows: one at the front entrance of the Avanté Community, one inside the gate to give direction to the area where the open house is being held and one at the driveway of the courtyard where the open house is being held.
 - (c) Open House signs must be small "sandwich board" style no more than 18" x 24" and may not include balloons or flags but may be topped with directional arrows.
 - (d) Note that it is the responsibility of the Realtor handling the Open House to coordinate how visitors will enter via the Gate without revealing the gate code.
- 2.5.4 Owners are otherwise prohibited from placing signs, flags, or banners upon any Non-exclusive Common Areas or on any Association Property.

2.6 Holiday Lights and Decorations

- 2.6.1 Outdoor decorations during the December holiday season should not be displayed earlier than Thanksgiving and must be taken down by January 15 of the next year. For Halloween, outdoor decorations should not be displayed earlier than October 1st and removed within one week after the holiday. For all other holidays, decorations can only be placed two weeks before the holiday and removed within two weeks after the holiday.
- 2.6.2 No outdoor decorations can contain audio/music. Lighting is permitted so long as it is not intrusive (for example, overly bright) to other units. Displays, including lighting, are expected to be turned OFF during Quiet Hours as designated by the Association.

- 2.6.3 Lights and other outdoor decorations may not be stapled, nailed, or otherwise permanently attached to any outdoor surface of the Building (including such areas as the Building exterior walls, patio walls, balcony walls/railings, siding, stucco, trim, parapet walls, railings, roof, fascia, barge boards, entry door and garage doors).
- 2.6.4 Lights and other outdoor decorations may not be placed outside of exclusive use areas of the Unit or in the common areas. This includes all community trees and bushes.
- 2.6.5 No Person shall be permitted access to the roof of any Building in connection with the mounting or removal of holiday decorations.

2.7 Front Gate and Key Fobs

- 2.7.1 New Residents should register with the Community Manager to get Gate codes, obtain pool/clubhouse key fobs and front gate transponders. Note: Fees for extra or replacement fobs and/or transponders may apply.
- 2.7.2 Gate codes are intended for resident use solely. Codes are not to be given to vendors or guests. Owners are responsible for all the actions of their invitees.

2.8 Parking and Vehicles

- 2.8.1 Only “Authorized Vehicles” are permitted to park in the Community. An Authorized Vehicle is an automobile, a passenger van designed to accommodate ten (10) or fewer people, a motorcycle, or a pickup truck having a manufacturer’s rating or payload capacity of one (1) ton or less.
- 2.8.2 The following vehicles are considered “Restricted Vehicles” and are prohibited in the Community except for two (2) hours or less in any 24-hour period during loading, unloading or emergency repairs:
 - (a) Large commercial-type vehicles (for example, stake bed trucks, tank trucks, dump trucks, step vans, and concrete trucks).
 - (b) Buses, limousines or vans designed to accommodate more than ten (10) people.
 - (c) Inoperable vehicles or parts of vehicles.
 - (d) Aircraft.
 - (e) Boats, jet skis or other watercraft.
 - (f) Trailers (for example, trailers designed for horses, boats, motorcycles or other equipment or materials).
 - (g) Motor homes and recreational vehicles (for example, fifth-wheels, folding camping trailers, travel trailers, but not including van conversions and truck campers).
 - (h) Any vehicle or vehicular equipment deemed a nuisance by the Association.
 - (i) Any other vehicle that is not classified as an Authorized Vehicle.

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- 2.8.3 A resident may park a Restricted Vehicle in the garage so long as the garage door is kept closed and the presence of the Restricted Vehicles does not prevent the Owner from parking the Owner's Authorized Vehicles in the garage at the same time.
- 2.8.4 The garages shall be used for parking of two (2) vehicles and storage of personal property only, provided that no Person may store personal property except to the extent that the Authorized Vehicles owned or operated by the Owner and the other residents of the Unit can be parked in the garage at the same time up to its original design capacity. No garage may be converted for use as a dwelling or for commercial, recreational, or other purpose other than parking and storage of personal property.
- 2.8.5 Common Area parking is for temporary, short-term use by Residents and Invitees only, on a first-come, first-served basis. Residents are responsible for ensuring that their Guests are aware of the Rules and their enforcement. Long-term parking in these spaces is prohibited. Short-term use is defined as follows:
- Less than 72 hours in a 7-day period where
- a) 72 hours is defined as three (3) 24hr days or Portions thereof. Vehicles parked overnight (anytime between the hours of 10:00pm and 4:00am the following morning) are considered having parked for a day.
 - b) The referenced 7 day period will refer to calendar week starting 6:00am on Monday and ending at 6:00am on the following Monday.
 - c) Parking limits are not per individual space but for any spot in Avanté. Moving a vehicle to different space does not reset the limits
- 2.8.6 There is no parking in the motor courts or private alleys. Parked cars may not block garage doors. These areas are considered fire lanes and blocking them may prevent ingress and egress in an emergency. Parking in these areas may result in immediate towing of the vehicle without prior notice at the owner's sole expense.
- 2.8.7 No person may repair, maintain or restore any vehicle in the Community unless such work is conducted in a garage with the garage door closed.
- 2.8.8 No vehicle of any kind may be parked outside of designated parking spots except for brief periods during loading or unloading.
- 2.8.9 The Board has the right and power to enforce all parking and vehicle regulations applicable to the Community, including the removal (towing) of violating vehicles, in accordance with California Vehicle Code Section 22658 or other applicable laws.

- 2.8.10 If a vehicle qualifies as both an Authorized Vehicle and a Restricted Vehicle, then the vehicle is presumed to be a Restricted Vehicle unless the vehicle is expressly authorized in writing by the Association.

2.9 Tenant Guidelines

Owners may lease/rent their homes to Qualifying Residents and Qualifying Permanent Residents (see Age and Occupancy Qualifications in Section 2.1).

- 2.9.1 All lease or rental agreements must be in writing and for a term of not less than thirty (30) days. Leases or Rentals for a term of not less than six (6) months are highly discouraged.
- 2.9.2 Copies of all Leases must be provided to the Management Company.
- 2.9.3 All lease or rental agreements must state that at least one (1) permanent occupant is fifty-five (55) years of age or older and each other permanent occupant on the lease meets the age and occupancy requirements in the CC&Rs.
- 2.9.4 The Residence must not be used for hotel or transient purposes, including bed & breakfast, vacation rental, timeshare, or similar temporary lodging.
- 2.9.5 The lease or rental agreement must provide that all lessees, tenants, and their families, contractors, agents, Residents, and invitees are bound by the Governing Documents, including the age and occupancy requirements. Any violation of the Governing Documents by a lessee, tenant or their families, contractors, agents, Residents, and invitees also constitutes a default under the lease or rental agreement.
- 2.9.6 A copy of the Governing Documents and these Community Rules & Regulations must be provided to each tenant/lessee by the Owner.
- 2.9.7 Owners are responsible for payment of assessments and cannot delegate this responsibility to their tenants. Failure to pay assessments will result in additional actions up to and including foreclosure.
- 2.9.8 Owners, not tenants, are responsible for the actions of their tenants and their tenant's compliance with all of the provisions of Governing Documents and these rules and regulations. Fines and/or other actions may be assessed to an Owner due to a tenant's action.
- 2.9.9 The Owner shall assign its rights to use The Rec Center and all other private Common Area amenities to the tenant during the term of rental or lease agreement. Owners are prohibited from using such Common Area facilities (including Del Sur's facilities) while their Residence is occupied by a tenant.

- 2.9.10 Careful screening, such as Background checks, of tenants prior to renting your property is important to protect your investment in your property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the Owner. Preserving the community and maintaining harmony among residents are the ultimate goals of any Association. If a tenant is violating these goals, the owner is required to take the immediate necessary measures to correct the situation.

2.10 Animal Guidelines

- 2.10.1 No person may keep more than a total of three (3) domestic dogs and/or cats in any Unit. Residents may keep in the Residence a reasonable number of small household pets that live in containers or cages, including fish and birds, so long as there is no external evidence of their presence in the Community. In accordance with state and federal laws, duly qualified Service animals are not counted in the numeric limits above.
- 2.10.2 No person may bring or keep in the Neighborhood any dog that satisfies the definition of "vicious dog" under the Potentially Dangerous and Vicious Dogs Law at California Food and Agriculture Code Chapter 9, et seq.,
- 2.10.3 No person may bring or keep in the Neighborhood any exotic animal or any animal that is determined by the Board to be a nuisance or danger to other residents in the Neighborhood.
- 2.10.4 No commercial or farm livestock, including poultry, may be brought into or kept in the Community. No person may bring or keep in the Community any animal that is determined by the Board to be a nuisance to other residents in the Community.
- 2.10.5 Animals belonging to Owners, tenants, residents or guests in the Community must be kept in the Residence or in fenced areas of the Unit. Whenever outside the enclosed area of the Unit, 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.
- 2.10.6 Each Owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the property by the Owner or by members of his or her family, his or her tenants or his or her guests.
- 2.10.7 It shall be the absolute duty and responsibility of each Owner to clean up after such animals, which have used any portion of the Common Area or other yards. Please note that this includes excrement and/or fur.
- 2.10.8 Excessive dog barking or any other animal noise will be deemed a nuisance. The Board has the power and discretion to determine whether the types or numbers of any animals kept in a Unit are a nuisance.
- 2.10.9 The Board reserves the right to impose a Pet fee or Fines for violations.

2.11 Antenna Guidelines

- 2.11.1 No Person may install on any Unit any antenna, satellite dish or other over-the-air receiving device unless it is an "Authorized Antenna." An Authorized Antenna is an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is:

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- (a) One (1) meter or less in diameter
- (b) An antenna designed to receive video programming service, including multi-point distribution service
- (c) An antenna designed to receive television broadcast service
- (d) An antenna used to receive and transmit fixed wireless signals.

2.11.2 No Authorized Antenna or any other device may be installed in the Neighborhood Association property, including landscaped areas and exterior surfaces of the Condominium Building (such as the roof, fascia, chimneys, patio walls and exterior wall surfaces).

2.11.3 Authorized Antennae may be installed in Exclusive Use Area patios and decks on a mast tripod, but no Person may make any installation that penetrates the exterior surface of any portion of the Condominium Building, including Condominium Building walls, decks, parapet walls, fences or railings.

2.11.4 The Design Review Committee may prohibit the installation of an Authorized Antenna in a particular location if, in the Design Review Committee's opinion, the installation location or maintenance unreasonably affects the safety of the owners or any other person.

2.11.5 The Design Review Committee may review the location and installation of an Authorized Antenna after it is installed and may require such antenna to be moved to a preferred location for safety reasons or to comply with the original approval.

2.12 Trash

2.12.1 Trash and recyclables must be stored in closed sanitary containers. No trash, recyclable materials or containers may be stored in view of other Units or Common Area, except that closed containers may be set out for pickup for a reasonable period of time on trash collection days. On collection days, closed containers need to be set out in the collection area designated below for reasonable period from 5 p.m. the night before the scheduled trash collection and need to be returned to the garage by 10 p.m. the day of trash collection. At all other times, Owners must store closed trash containers in the garage until scheduled collection times.

2.12.2 Construction or demolition waste containers are not permitted unless approved in writing by the Association

3 Recreation Center

This is the Common Area of the Community that includes the Clubhouse, Pool and Spa, Fitness Center, Fire Pit, and Barbeques.

Smoking, including the use of e-cigarettes, is prohibited in the Recreation Center.

Members are responsible for their guests' compliance with all Community Rules & Regulations, for personal injuries, for any damage to Association Property caused by the members or their guests and are liable for all repair or replacement costs. Neither the Association, the Association Board of Directors nor the Management Company are responsible for accidents or injuries.

Owners are responsible for any damage to the Recreation Center caused by such Owner, or Owners' family members, guests, tenants or other invitees.

The Firepit should never be left on and unattended.

No areas of the Recreation Center can be reserved for exclusive use.

Use of Rec Center for large parties other than HOA Events is on a first come first served basis and cannot exclude any residents use of Rec Center. To avoid "double booking" Resident events should be placed on master calendar on the TownSq website by contacting the Community Manager. Alternatively, venues such as the Ranch House should be considered.

3.1 The Clubhouse

3.1.1 The Clubhouse at Avanté is available to Owners and residents 24 hours a day.

3.1.2 Quiet hours are to be observed between 10:00 pm and 7:00 am.

3.1.3 Trash or other items must be removed and cleaned up before leaving the Clubhouse. Personal items are not to be stored or left in the Clubhouse once a person leaves.

3.2 Pool and Spa

3.2.1 The Pool and Spa at Avanté are available to Owners and residents 24 hours a day (except when undergoing maintenance)

3.2.2 Quiet hours are to be observed between 10:00pm and 7:00am.

3.2.3 All persons using the facilities do so at their own risk. There is no lifeguard on duty.

3.2.4 All persons under the age of eighteen (18) are not allowed at the pool or spa.

3.2.5 Spray guns, hard balls, squirting devices or any other items that could jeopardize the safety of others or affect another person's enjoyment of the facility are not permitted.

Avanté

- 3.2.6 Large flotation devices are not permitted.
- 3.2.7 Soap, bath oils, etc. are prohibited in the pools or spa.
- 3.2.8 Diving is not permitted. Running, pushing or boisterous play is not permitted.
- 3.2.9 Glass objects are prohibited in the pools and spa areas.
- 3.2.10 Pets (dogs, cats, etc.) are prohibited in the pool and spa areas.
- 3.2.11 Proper swim attire is required in the pools and spa. Materials that can clog up the filters, such as cotton, cannot be worn in the pool or spa.
- 3.2.12 Bicycles, roller-skates, in-line skates, skateboards and hover boards, etc. are not permitted in the pool and spa areas.
- 3.2.13 Be considerate of noise levels which, when excessive, are considered a Nuisance.
- 3.2.14 Portable barbecues are not permitted in the pool and spa areas.
- 3.2.15 The Association Board of Directors reserve the right to deny use of the pools and spa to anyone at any time.
- 3.2.16 Lite snacks permitted in the pool area. Users are responsible for keeping the area clean.

3.3 Fitness Center

- 3.3.1 The Fitness Center at Avanté is available to Owners and residents 24 hours a day.
- 3.3.2 Quiet hours are to be observed between 10:00 pm and 7:00 am.
- 3.3.3 All equipment must be wiped down after use.
- 3.3.4 No food or drinks other than water is allowed in the Fitness Center.
- 3.3.5 No glass items are allowed in the Fitness Center.
- 3.3.6 Personal devices are permitted but are to be used only with individual earphones.
- 3.3.7 Persons under the age of eighteen (18) are not allowed in the Fitness Center.
- 3.3.8 Residents should be considerate of others and limit their use to thirty (30) minutes if someone is waiting.
- 3.3.9 Reasonable items (towels, music devices, bottled water, etc.) may be brought into the Fitness Center when in use. No personal items may be stored or left in the room after a person leaves.

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3.3.10 Residents must clean up after use. Trash and other items are not allowed to be left in the Fitness Center.

3.3.11 All persons using the facilities do so at their own risk.

3.4 Barbeques

3.4.1 The Barbeques at Avanté are available to Owners and residents 24 hours a day.

3.4.2 Quiet hours are to be observed between 10:00 pm and 7:00 am.

3.4.3 Barbecues are available on a first-come, first-served basis.

3.4.4 All persons using the Barbecues must make sure the Barbecue is turned off and cleaned after each use.

3.4.5 The Barbecue area must be cleaned, and all personal items must be removed after each use.

4 Enforcement Guidelines

By purchasing a home within the Avanté Community, each Owner has agreed to comply with its governing documents. Owners who rent their homes are responsible for ensuring that the renters of that home comply. Owners are also responsible for ensuring that their guests comply. The Association is responsible for enforcing all of the Rules and Regulations but may choose to delegate certain activities to the Community Manager.

4.1 Definition

4.1.1 A violation is defined as an act in conflict with one or more of the following governing documents of the Avanté Community Association:

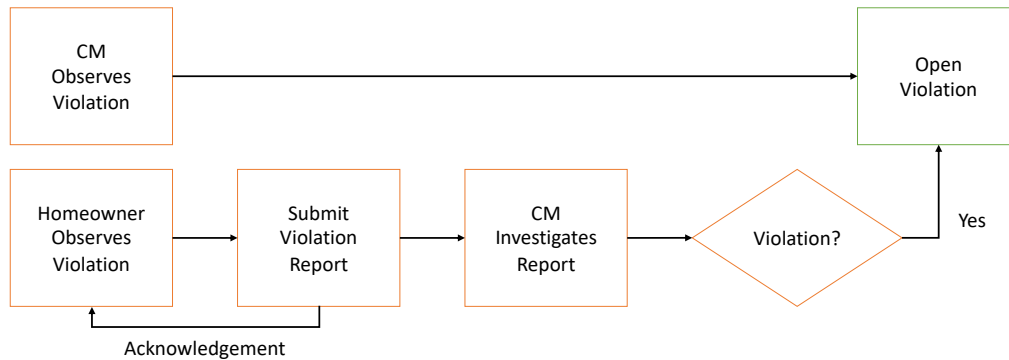
- (a) Declaration of Covenants, Conditions and Reservation of Easements (CC&Rs)
- (b) Avanté Community Association Bylaws
- (c) Avanté Community Rules and Regulations
- (d) Del Sur Community Design Guidelines or
- (e) Any other policies or guidelines adopted by the Board of Directors.

4.2 Violation Reporting (Origination)

The Board of Directors has tasked the Community Manager (CM) with reviewing the community for compliance with the above stated documents. This will primarily be accomplished through routine community inspections.

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The Community Manager will submit a report to the Board at each Board meeting outlining the Violations received or observed and their outcome



Any Owner or Resident may report an alleged violation of the governing documents to the Community Manager. Reports of alleged violations must provide the following information (see the Avanté Neighborhood Association Notice of Complaint form in Section 12).

4.2.1 Nature of Violation

- (a) What is the rule (document and paragraph number)?
- (b) In what way is it being violated?
- (c) When does the violation occur?
- (d) How frequently does the violation occur or is it ongoing?

4.2.2 Identity of the alleged violator

- (a) Name and/or address
- (b) Steps taken to resolve the violation without Association involvement

4.2.3 Owner and/or resident's contact information.

4.2.4 Reports may be submitted to the Community Manager by mail or email containing "Avanté Violation Report" in the subject line.

4.2.5 The Community Manager will provide an acknowledgement via email to received violations.

4.3 Violation Investigation

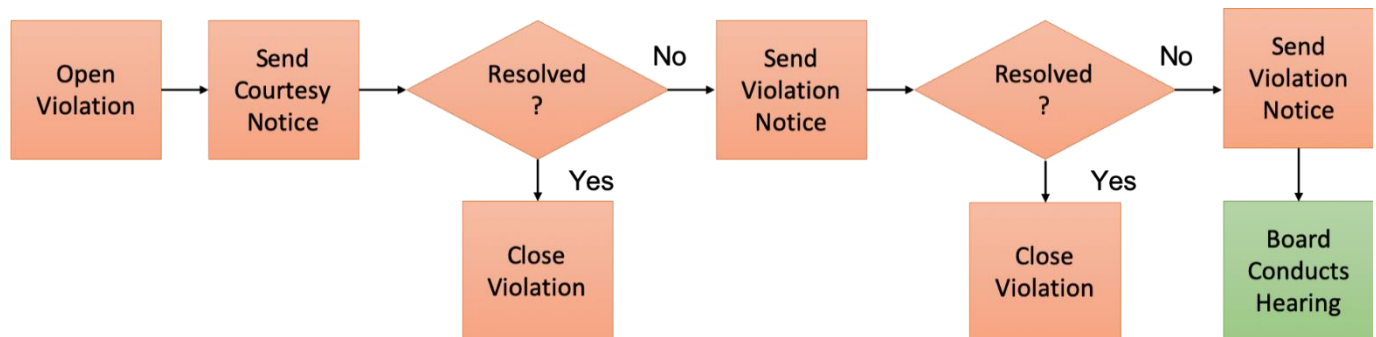
The Community Manager will investigate the reported situation to determine whether or not a violation exists.

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- 4.3.1 The Community Manager will only act on alleged violations that can be viewed during an inspection of the community or for which photographic evidence is provided.
- 4.3.2 The Community Manager will not act on nuisance violations (such as barking dogs and other noise) unless there are reports from two or more Owners or residents.

4.4 Violation Processing

The Board of Directors has tasked the Community Manager with evaluating alleged violations to ensure that they constitute non-compliance with the governing documents.



If the Community Manager determines that an alleged violation is an infraction of one of the documents listed in Section 4.1.1, the following actions will be taken until the violation is corrected:

- 4.4.1 Send Courtesy Notice requesting that the Owner correct the alleged violation by a specific date.
- (a) Courtesy Notices will be sent by first class mail and email.
 - (b) The Owner is required to respond.
 - (c) The Community Manager will acknowledge the Owner response and indicate whether or not it closes the violation.
- 4.4.2 Send Violation Notice requiring the Owner to correct the alleged violation and indicating that a Violation Hearing will be conducted if the violation is not corrected by a specific date.
- (a) Courtesy Notices will be sent by first class mail and email.
 - (b) The Owner is required to respond.
 - (c) The Community Manager will acknowledge the Owner response and indicate whether or not it closes the violation.
- 4.4.3 Violation Hearing Notice
- (a) Hearing Notices will be sent by certified mail at least fifteen (15) days prior to the hearing date.
 - (b) Unless the violation has been closed, the scheduled hearing will proceed whether or not the Owner is present.
 - (c) Hearings will be conducted in accordance with Section 4.6 below.

4.5 Recurring Violations

Certain violations are easily closed but may recur frequently. For example, a parking violation is easily cured by moving the car; but closing the individual violation does not address the problem of a car being repeatedly parked in a fire lane.

- 4.5.1 A recurring violation is defined as a violation similar to one that was previously closed.
- 4.5.2 The first two recurring violations in any twelve-month period will be handled in accordance with Section 4.4 above.
- 4.5.3 The third recurring violation in any twelve (12) month period will proceed directly to a Violation Hearing without sending either a Courtesy Notice or a Violation Notice.

4.6 Violation Hearings

Violations Hearings will generally be held during an Executive Session of the Association Board of Directors. The alleged violators may request an open hearing in advance. Violation hearings will be conducted as follows:

- 4.6.1 Chairperson opens the hearing and explains the session procedure.
- 4.6.2 The Community Manager reads a statement of the alleged violation and its finding.
- 4.6.3 Alleged Violator provides a statement and presents oral or written evidence.
- 4.6.4 Directors may question the alleged violator and/or Community Manager regarding the statement or presented evidence.
- 4.6.5 Alleged Violator may make a short closing statement.
- 4.6.6 Alleged Violator is dismissed.
- 4.6.7 Board makes a decision regarding the alleged violation, which may be restated to accurately reflect new information.
- 4.6.8 If the Board rules that there is still a violation, it may take one or more of the following actions:
 - (a) Suspend or limit the Owner's right to use any facilities the Community Association owns for not more than 30 days.
 - (b) Suspend the Owner's voting privileges as a member for not more than 30 days.
 - (c) Levy a fine (per section 4.7 of this document).
 - (d) Enter upon a residence to make the necessary repairs or perform maintenance that is the responsibility of the Owner with reasonable notice unless an emergency exists.
 - (e) Take appropriate legal actions after consultation with Legal Counsel.
 - (f) Seek remedy by use of alternative dispute resolution such as mediation or arbitration.
 - (g) A combination thereof.

4.6.9 The Chair adjourns the hearing.

4.6.10 The Community Manager informs the Alleged Violator of the outcome by Certified mail and email.

4.7 Fines

4.7.1 If the result of a Violation Hearing is the imposition of a fine, then the fine shall be not less than:

- (a) First Offense \$100
- (b) Second Offense \$250
- (c) Third Offense \$500

Fines imposed for short-term rental or occupancy violations shall be not less than:

- (a) First Offense \$500
- (b) Second Offense \$1000
- (c) Third Offense \$1500

4.7.2 If the violation continues past the hearing and the first fine stage, the Board may, at its discretion, at the initial hearing set up additional fines for not correcting the violation on a timely basis. Additional hearings will be called with the Owner for assessment of any additional fines related to continued violations. Any fines not paid may result in legal action in accordance with California law.

4.7.3 If the result of a Violation Hearing is to use the alternative dispute resolution, then the Owner shall be responsible for associated costs and/or legal fees.

4.7.4 If the result of the Violation Hearing is to cause correction of the violation to effect a cure, then the Owner shall be responsible for associated costs and/or legal fees.

5 Owner-Installed Regulations

- 5.1.1 No Person may install outdoors any patio covering or awning, wiring, air conditioning equipment, heating units, water softeners, or similar permanently attached Improvements.
- 5.1.2 No Person may install or remove landscaping or irrigation equipment in the Association Property without the prior written consent of the Board.
- 5.1.3 No Person may make any additions or alterations to the structural components or exterior of any Building or any other Improvement in the Neighborhood Association Property.
- 5.1.4 Outdoor patio or lounge furniture and plants may be kept in Exclusive Use Area patios and balconies in accordance with the Design Guidelines. The Board may adopt Design Guidelines regulating the type, size, design, color, and quantity of outdoor furnishings that may be kept in the Exclusive Use Areas.
- 5.1.5 Outdoor display of the flag of the United States is permitted as long as the flag and flagpole are located solely within, on and over the Owner's Exclusive Use Area patio or balcony and not attached to the building structure.
- 5.1.6 No Exclusive Use Area shall be used for storage of trash, construction materials, inventory or equipment, including bicycles, surfboards, exercise equipment or athletic equipment.
- 5.1.7 No Owner or other resident of the Neighborhood may apply paint, foil, film, or other reflective material to the glass portion of any window in the Unit. This Section shall not be interpreted to prohibit the installation of blinds, shutters, curtains and similar indoor window coverings.
- 5.1.8 Nothing may be done in any Condominium or in, on or to the Neighborhood Common Property that may impair the structural integrity (including water seal) or alter the Neighborhood Common Property, alters the life safety system (including fire sprinklers or their source of water), or alter the plumbing, electricity or natural gas facilities serving any other Condominium, except as otherwise expressly provided in the CC&Rs.
- 5.1.9 No plants or water features are allowed to hang from the wall, fence, parapet wall or railing that encompasses the Exclusive Use Area or any building walls. This is to prevent structural damage to the unit.
- 5.1.10 Exterior Security cameras are allowed to be installed if they meet the Design Guidelines.
- 5.1.11 No additional exterior lights may be installed.

6 Dispute Resolution

Section 5915 of the Civil Code

Statutory Dispute Resolution Procedure

- a. This section applies in an Association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- b. Either party to a dispute within the scope of this article 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. A member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 3. The Association's Board of Directors shall designate a member of the Board to meet and confer.
 4. 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.
 5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- c. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
 1. The agreement is not in conflict with law or the governing documents of the common interest development or association.
 2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
- d. A member of the Association may not be charged a fee to participate in the process.

7 Collections and Foreclosures

The Avanté Collection Policy is sent out as part of the annual packet to all Owners.

8 Design Review Process

Please refer to the Avanté Design Review Policy document.

9 Community Map



10 Specific Maintenance Obligations

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COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION
Structural Integrity of Condominium Building		
Roof, including Structural Components and Roofing Materials, Gutters, Vents	N/A	Maintain per schedule.
Foundation	N/A	Maintain per schedule.
Internal Structural Components of Condominium Building	N/A	Maintain per schedule, including any fire assembly and noise mitigation measures between Unit (does not include any noise mitigating floor covering materials installed in the Unit)
Outer Surface of Condominium Building Walls		
Stucco	N/A	Maintain per schedule.
Siding	N/A	Maintain per schedule.
Surface Finishes; Outdoor Decorative Elements	N/A	Maintain per schedule.
Garage Door		
Door Hardware	Maintain in-Unit door opener and hardware	N/A.
Weather-stripping	Maintain.	N/A
Replacement of Door	N/A	Per Schedule
Outdoor Paint or Other Finish	N/A	If not factory-prefinished, then maintain exterior surface paint or finish per Condominium Building paint and finish schedule
Unit Entry Door		
Door Hardware	Maintain in-unit hardware, lock and handles.	N/A
Weather stripping	Maintain.	N/A
Replacement of Door	N/A	Per Schedule

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COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION
Outdoor Paint or Other Finish	N/A	If not factory-prefinished, then maintain exterior surface paint or finish per Condominium Building paint and finish schedule
Indoor Paint or Other Finish	Maintain	N/A
Windows		
Glass	Maintain and regularly clean indoor and outdoor surfaces of glass if accessible from outdoors. Replace broken glass. Replacement glass must be same as originally installed or Neighborhood Association-approved equivalent and have same noise and fire rating.	N/A
Weather-stripping, Locks, Screens	Maintain	N/A
Frame/Window Assembly	N/A	Maintain per schedule
Patio/Balcony Doors		
Hardware	Maintain lock, weather-stripping, rollers, screen door (including screen, frame and lock) keep track clear of obstructions	N/A
Glass	Replace broken glass as necessary. Regularly clean indoor and outdoor surfaces. Replacement glass must be same as originally installed or Association-approved equivalent and have same noise and fire rating.	N/A
Exclusive Use Areas		
Patio	Sweep patio regularly. Maintain appearance of residence-facing surface of patio wall or fence. Do not place plant containers, decorative items, rugs, laundry or personal property on the patio wall. Do not place any personal property (e.g., wet towels, laundry, rugs, athletic equipment or other personal or household items) on or over a patio wall or fence. No drilling or fasteners can be attached to the Patio walls or fences. Do not allow water from plant containers on patio deck to accumulate and stand on patio deck surface. Rust from metal or iron furniture may stain the surface of deck. Use rubber caps or casters on legs of outdoor furniture. Do not install outdoor carpet over patio deck.	Maintain patio slab as part of Neighborhood Association Property. For purposes hereof, maintenance shall not include repair of minor cracking or stains. Maintain structural components and exterior surface of patio wall or fence. Maintain patio gate and hardware (if any).

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COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION
Balcony	Sweep balcony deck surface regularly; keep free of standing water. Do not place any personal property (e.g., wet towels, laundry, rugs, athletic equipment or other personal or household items) on or over a railing. Do not allow water from plant containers on balcony deck to accumulate and stand on balcony deck surface. Rust from metal or iron furniture may stain the surface of deck. Use rubber caps or casters on legs of outdoor furniture. Do not install outdoor carpet over Balcony.	Deck surfaces and interior structural components of deck and railings are part of Condominium Building maintained by the Neighborhood Association. Maintain surface membrane of deck (if any) per schedule. Maintain railing, surface finishes, and all interior and exterior trim and structural components of deck per schedule
Air Conditioning Compressor and related equipment	Maintain. During construction, air conditioner compressors may have been installed in locations consistent with City requirements to minimize noise in neighboring Residences. Therefore, compressors may not be re-located from their original installation sites without obtaining the prior written approval of the Committee in accordance with Article 5 of the Declaration and the City as applicable.	N/A
Air Conditioning Compressor Pad	Maintain	N/A
Unit systems — Water pressure regulator, water heater, plumbing outlets and fixtures, furnaces, ducts, built-in appliances (microwave, range, ovens), electrical wiring and circuit breakers.	Maintain systems and appliances in the Owner's Unit; but see also "Plumbing" below	N/A
Forced-air heater in Unit and HVAC components in Unit airspace	Maintain system, thermostat, and all heating and air conditioning ductwork inside the Unit	N/A
Telephone wiring exclusively serving a Unit	Maintain	N/A
Utility Service	Maintain gas lines and connectors not serviced by Gas Company or Neighborhood Association. Maintain fixtures and in-unit pipes not serviced by provider or Neighborhood Association	Maintain all connections to utilities serving Neighborhood Association Property or more than one Condominium Unit. Utility closets on Condominium Building exteriors are Neighborhood Association Property maintained by the Neighborhood Association.

COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION
Interior of Unit		
Indoor floor coverings	Maintain; Design Review Committee to pre-approve in writing replacement floorings and noise mitigating underlayments.	N/A
Indoor wall and ceiling	Maintain surface finishes, including paint and other wall coverings, and patch and repair damage to drywall. No removal or replacement of drywall or ceiling without prior written approval of Del Sur Design Review Committee. Between-room walls or partitions in the Unit boundaries that are not necessary for structural support of the Condominium Building are maintained by the Owners. Modifications may be made with prior written consent of the Design Review Committee. The interior structural components of walls between adjacent Units are part of the Neighborhood Association Property	Maintain shear walls, fire assembly and any noise mitigation measures installed between interior walls in the Neighborhood. Interior structural components of indoor walls between adjoining Units, walls that are necessary for structural support of the Condominium Building, and the ceilings are Neighborhood Association Property.
Plumbing	Immediately report water leaks, sewer backups and overflowing tubs and sinks to the Neighborhood Association. Maintain Unit plumbing fixtures, including sinks, toilets, bath, shower, faucets, sink hardware, and drain lines for washing machine, dishwasher, gas line and vent line (if any) for dryer, and tankless water heater. Owners and tenants must regularly inspect water supply lines/hoses connected to washing machine, toilets, faucets and dishwasher for leaks and replace when necessary at Owner's expense. Do not leave running faucets or running/leaking toilets unattended. Owners are also responsible for removing blockages from all drains and sewer lines serving the Unit through laterals to the main line. Owners are responsible for damage to the Unit, to other Units and to the Condominium Building and other Association Property to the extent caused by Owner or tenant failure to prevent or stop leaks or overflows in the Unit and for damage caused by negligent plumbing repairs by or on behalf of Owner, wherever located. Residents who plan to leave the Unit unoccupied for an extended period are encouraged to shut off water supplies to fixtures and appliances to prevent leaks during their absence. Owners are required to hire qualified plumbers for all plumbing work.	Maintain pipes and other fixtures serving Neighborhood Association Property and Condominium Building systems serving more than one Unit (subject to right to assess individual Owners to repair Owner-caused damage and blockages).

COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION
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Avanté

Cabinets	Maintain	N/A
Interior doors and hardware	Maintain	N/A
Appliances	Maintain	N/A
Fire Sprinklers	Keep heads free of dust and debris. Do not obstruct heads nor expose them to open flame or high heat sources. Do not disable heads. Immediately report to Neighborhood Association any damage, leak or malfunction. Cooperate with Neighborhood Association and its contractors in regular inspections and pressure testing.	Maintain per schedule the pipes, valve, pressure gauges. Test all systems per schedule.
Electrical	Maintain outlets and switch wiring and distribution exclusively serving the Unit located within the Unit. Owner shall hire licensed qualified electrical contractors.	Maintain wiring from distribution subpanel to the boundary of the Unit.
Carbon Monoxide Detectors/Smoke Detectors/Fire-Life Safety Systems	Maintain (including periodic testing and battery replacement). Report malfunction to servicer specified in Maintenance Guidelines. Keep free of dust; do not disable.	N/A
Utility Submeter	Maintain submeter. Owner responsible for cost of replacement or repair or damage caused by Owner or Owner's Family, tenants or guest.	If Owner fails to maintain submeter, Neighborhood Association shall have the power to perform required maintenance and charge the cost thereof to the Owner as a Special Assessment in addition to any other remedies available under law.
Mailbox	Replace lost key or broken lock as necessary	Maintain mailbox kiosk and mailbox per schedule
COMPONENT	OWNER	NEIGHBORHOOD ASSOCIATION

Avanté

Outdoor Lighting Fixtures		
Controlled by switch in Unit or separately metered to Unit.	Re-lamp as necessary	Maintain fixtures and wiring per schedule.
Other fixtures outside the Residence that are controlled by switch in Neighborhood Association Property	N/A	Maintain fixtures and wiring per schedule; re-lamp as necessary.
Neighborhood Walls	Maintain residence-facing surface of Neighborhood Walls that enclose Exclusive Use Area patio (if any).	Maintain structural components and surfaces of all masonry and/or tubular steel walls facing Neighborhood Association Property and public streets per schedule and requirements of Neighborhood Declaration.
Neighborhood Streets	N/A	Maintain curb, gutter and surface per schedule
Elevators	Annual Maintenance by licensed Contractors after 1 st year is required to maintain the warranty. Owner is required to provide a landline for the elevator.	N/A

11 Specific Maintenance Qualifications

All contractors must be licensed by the State of California for their trade.

12 Avanté Neighborhood Association Notice of Complaint form

AVANTÉ NEIGHBORHOOD ASSOCIATION

NOTICE OF COMPLAINT

There must be at least two Owners representing two residences of Avanté to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board of Directors to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the Neighborhood Association's project documents.

REPORT FILED BY:

Name: _____	Name: _____
Unit: _____	Unit: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Email: _____	Email: _____

Name: _____	Name: _____
Unit: _____	Unit: _____
Phone: _____	Phone: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Email: _____	Email: _____

VIOLATION INFORMATION:

Name: _____	Unit: _____
(Alleged Violator's Name)	Phone: _____

Description of alleged violation: _____

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

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____

13 Resident/Owner Resale Obligations

- A. Seller is required to have their Realtor contact the CM.
- B. Seller is responsible to provide the Buyer with current passwords or factory reset of all devices for smart home and garage remotes by the final closing date.
- C. Seller is responsible to provide the CM gate transponders, fobs and Del Sur ID cards by the final closing date.
- D. Seller is responsible to have their information removed from the Avante55.org website, Avanté phonelist, and Avanté email list,
- E. Buyer is responsible to obtain new fobs, and gate transponders from the CM, register on the TownSq website, and obtain Del Sur ID cards.

Appendix A - Community Management Information

As of September 1, 2021, the Avanté HOA Community Management company is:

Prescott Companies – An Associa Company

16880 West Bernardo Dr. Ste 200, San Diego, CA 92127

Office: 760-707-0580

Customer Service: 1-858-946-0320 customerservice@prescottmgt.com

Member Website: <https://app.townsq.io>

The Community Manager is:

HOA Community Manager – Sheri Santospieve ssantospieve@prescottmgt.com

Assistant Community Manager – Gus Simoes gsimoes@prescottmgt.com

Vice President - Robert Kelly rkelly@prescottmgt.com