

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION

COMMUNITY HANDBOOK

Adopted by the Board of Directors

Date: 2/18/2026

Amended:

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COMMUNITY & OWNERSHIP INFORMATION

The Element at The Hill District Owners Association offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Owners of the Sub-Association.

The Element at The Hill District Owners Association ("Element Sub-Association") is a California non-profit mutual-benefit corporation made up of all Owners of condominiums within the boundaries of the Element community. The Sub-Association is governed by the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements (CC&Rs), Bylaws, and Articles of Incorporation ("Sub-Association Governing Documents"). This Community Handbook is supplementary to those Governing Documents and is provided for convenience; in all cases, the Governing Documents take precedence.

The Element Sub-Association works in coordination with the Hill District Community Association. The **Community Association** maintains all community-wide landscape, streets, and shared recreation facility. The **Element Sub-Association** is responsible for maintaining the condominium buildings, fire safety systems, and common-area fencing within the Element boundaries. This relationship ensures that both neighborhood-specific and community-wide assets are cared for in a consistent and high-quality manner.

The purpose of the Sub-Association is to oversee the Element Property in order to ensure that the Common Area will be maintained in an attractive manner and will be available for the use of all Owners. Your automatic membership of the Sub-Association provides a revenue base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Owner with the greatest enjoyment of their homes without infringing on other Owners and their rights to quiet enjoyment of their homes and community.

Although the Community Handbook supports the CC&Rs it does not cover the entirety of the document. Please be sure to read the CC&Rs carefully.

GENERAL PROPERTY GUIDELINES

PROPERTY GUIDELINES

1. Littering is not permitted. Garbage, trash, recycling, compost and other waste shall at all times be kept in designated sanitary containers and are not to be left outside a Unit or in a walkway or other portion of the Common Area.
2. A residence may only be used as a residential dwelling.
3. No basketball standards or fixed sports apparatus shall be attached to the exterior of any Residence or erected, constructed or placed on or in any Common Area or Association Maintenance Area. However, an Owner may erect a temporary basketball backboard if such temporary basketball backboard is always stored out of sight from any Community Property when not in use.
4. Swing sets, play structures and/or other movable apparatus are prohibited within the community, including individual residential units.
5. No exterior newspaper tubes or freestanding mailboxes shall be placed on any exclusive use easements, patios, property or Unit, except as installed by the Declarant.
6. There shall be no alteration of the drainage patterns initially installed and constructed by the Declarant including, without limitation, drainage swales, drain pipes, area drains, catch basins or connections thereto, and as established by the grading and natural course of surface and subsurface water run-off without the prior approval of the Community Design Review Committee.
7. To the extent there are planter areas within the Exclusive Use Easement Areas appurtenant to an Attached Unit, the Owner shall install landscaping within such planter areas (if any) within six (6) months of the conveyance of the Condominium to the Owner by Declarant or a Guest Builder pursuant to landscaping plans approved pursuant to Article VIII (Design Review) of the CC&Rs.
8. No water furniture, including without limitation, water beds, shall be permitted in any Condominium.

COMMON AREA GUIDELINES

1. Owners shall not change or make improvements to the Community Association Maintenance Area, Community Association Property, Sub-Association Property and Common Area.
2. Each Owner shall be liable to the Association for all damages to the Community Association Maintenance Area, Community Association Property, Sub-Association Property and Common Area, and/or Improvements thereon caused by such Owner, or any occupant or guest, regardless if that portion of said damage, if any, is fully covered by insurance of the Association. A Reimbursement Assessment may be imposed on an Owner and his/her lot for all damages to the areas mentioned above. Liability of an Owner shall be established only after notice to the Owner and hearing before the appropriate Board.

3. No unsightly articles shall be permitted to remain on any portion of a Unit or exclusive use patio/easement so as to be visible from any other portion of the Community Property.
4. Garbage, trash and/or recycling containers shall be kept out of view and contained within the garages and/or in within fenced side patios and may not be placed where visible from the streets except in designated curbside areas on the night before and day that pick-up is to occur. Lids are to remain closed to prevent excessive odor.

BUSINESS AND COMMERCIAL ACTIVITIES

1. No Owner or other occupant of the Element Property may undertake any activity on any Lot or on any portion of the Common Area or Association Maintenance Area for business or commercial purposes. Such activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.
2. Exceptions to #1 above, include the following:
 - a. The hiring of employees or contractors to provide maintenance, construction or repair of any Improvement consistent with the Community Documents.
 - b. Declarant for which the right has been reserved in Article IX of the CC&Rs.
 - c. The operation of small home-based businesses that comply with the following:
 - i. The operator of the business lives in the Residence on a permanent, full time basis.
 - ii. When conducted within the Community Property, business activities take place solely inside the Residence.
 - iii. The activity complies with all laws, regulations and ordinances applicable to the Association, including zoning, health and licensing requirements.
 - iv. The activity otherwise complies with the Community Documents and is consistent with the residential character of the Property.
 - v. The operator of the business does not post signage anywhere on the Property.
 - vi. There is no visible evidence on the Property of business-related activity. Including the storage of materials or supplies related to the activity in any place of the Residential lot other than in the Owner's garage or internal Dwelling.
 - vii. The activity does not generate noise or odors that are apparent outside the Residence.
 - viii. The business does not increase the Association's liability or casualty insurance obligation or premium.
 - ix. Clientele and suppliers may not visit the Residence nor park within the Property.

- d. The provision of in-home health care or assisted-living services to any resident of the Property.
 - e. The provision of family home child care services as defined in Health and Safety Code Section 1597.40 et [seq. so](#) long as such services comply with all applicable zoning requirements and state law.
3. All home offices, so long as they are incidental to the use of the Residence as a dwelling, are permitted by local law and are conducted in such a manner as to not interfere with other Owner's use and enjoyment, must receive prior written approval from the Board.

NUISANCES

- 1. Any noxious or offensive activities are prohibited on the Property and on any street abutting or visible from the Property.
- 2. During the hours 10 pm to 7 am Owners and Occupants may not operate noise producing products that can unreasonably be heard by other Owners and Occupants in their Units; such time prohibited product use includes, but is not limited to, stereos, televisions, radios, tape records, computers, vacuum cleaners, hair dryers, exhaust fans, tools, and exercising equipment.
- 3. Any Activity or Device which may, 1) increase the rate of insurance for the Property, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other Owners or the Association, 4) violate any law or provisions of the Association Community Documents, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
- 4. Nuisance devices may not be kept or operated in the Property or on any street abutting the Property, or exposed to the view of other Units, Common Area, and Association Maintenance Areas. Nuisance devices include, but are not limited to, 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 prohibited vehicles (defined below).
 - i. Recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats)
 - ii. Commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines)
 - iii. Buses or vans designed to accommodate more than ten (10) people
 - iv. Vehicles having more than two (2) axles
 - v. Trailers
 - vi. Inoperable vehicles or parts of vehicles
 - vii. Aircraft
 - viii. Boats
 - ix. Any vehicles or vehicular equipment deemed a nuisance by the Community Board
 - x. Any other vehicles not classified as an Authorized Vehicle.

- c. Devices that create or emit loud noises or noxious odors. To reduce noise levels, the following guidelines have been created:
 - a. Acoustical sealant shall be packed around the point of penetration of all pictures and wall hangings that require nailing or screwing.
 - b. No audio, television, stereo, speakers or other audio equipment shall be installed in or on any Dividing Walls or ceilings without permission of the board.
 - c. Pianos shall have adequate acoustic pads underneath the supports.
 - d. All furniture shall have roller castors or adequate acoustic pads.
 - e. Installation of any hard surface or flooring or any other modification that would increase the transmission of sound must have prior approval from the Board.
 - d. Construction or demolition waste containers (except as permitted in writing by the Community Design Review Committee).
 - e. Devices that unreasonably interfere with television or radio reception to a Residence.
 - f. The Operating Rules may regulate or prohibit, to the extent permitted by law, the operation of a powered unmanned aerial vehicle ("Drone"). No Drone may be operated within the Property by any Owner or Invitee in a manner which invades the privacy of Owners or residents.
 - g. Plants or seeds infected with noxious insects or plant disease.
 - h. Any fixtures or equipment attached to the walls or ceilings which will cause unreasonable vibrations or noise.
 - i. Any device determined by the Board of Directors to be a nuisance as provided in the Community Documents.
5. Nuisance activities may not be undertaken within the Property or on any street abutting the Property or exposed to the view of other Units, Common Area and Association Maintenance Area, without the Board's prior written approval. 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, Common Area and Association Maintenance Area or streets abutting the Property.
 - b. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance.
 - c. Front doors to the Residential Units remaining open except for access to and egress from the Unit
 - 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 used in such manner that they will not create a fire hazard.
 - f. Serving food or beverages, cook, barbeque, or engage in similar activities, except within such Owner's Unit or areas permitted for such purposes within the Community.
 - g. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Community Design Review Committee.
 - h. Each Owner shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item(s) or substance(s) from accumulating in the gutter and washing into any street, public or private, drains preventing the Storm Water Quality System (SWQS) from operating properly.
 - i. Any activity determined by the Board of Directors to be a nuisance as provided in the Community Documents.
5. No Owner shall permit anything to be done or kept in his or her Unit which is in violation of any local, county, state, or federal law, ordinance, statute, rule or regulation.

BURNING

1. Open fires are strictly prohibited at all times within the Community, with the exception of:
- (a) barbeque fires located in designated and approved common or residential areas, and
 - (b) flames contained within permanently installed fire pits that are specifically designed for such use and located solely within approved common areas.
- Under no circumstances shall open flames or fires be permitted on balconies, porches, or any other attached exterior structures of residential buildings.
2. Propane or electric powered barbecues or other similar equipment may be used so long as use does not create a nuisance to neighboring property and Residences.
3. No Owner or resident shall permit any condition to exist on his/her exclusive use area or in his/her residential unit, including without limitation, trash piles or weeds, which create a fire hazard or in violation of local fire regulations.

VIEW IMPAIRMENT

1. There are no protected views, and no Residential Unit is assured of the existence, quality, or unobstructed continuation of any particular view.
2. Any view from the Residential Unit is not intended as part of the value of the Residential Unit and is not guaranteed.

ALARMS

1. Any alarm installed in a common area shall be the type of alarm which is monitored by a certified alarm company.
2. No Occupant shall remove, impair, or tamper with the proper operation of any fire prevention or fire sprinkler equipment

UTILITIES

1. The following utilities are included in Association dues: common area utilities
2. Residents must set up a separate account for electricity and gas.
3. Residents will be billed for water usage from a submetering company
4. Residents must set up a separate account for trash/recycling pickup.

SMOKING

1. No smoking of any kind, whether by cigarettes, e-cigarettes, pipes, cigars or other products, by Owners or Occupants or their guests or visitors in any portion of the Common Area or exclusive use easements.
2. Smoking is allowed in Residential Units. Owners shall take reasonable measures to prevent ashes, cigarettes butts, smoke, fumes and/or other debris from falling on, rising or blowing into any other Unit or the interior or exterior portions of the Common Area, and shall not allow any cigarette butts or other similar items to be purposefully thrown or discarded from a Residential Unit.
3. The smoking of tobacco, marijuana, and any other substances within Residential Units shall at all times comply with applicable local and state law.

SWIMMING POOL

1. Pool Area hours are 5:00 am to 10:00 pm daily
2. Each person using the Pool Area does so at his or her own risk and assumes all risks of injury that could arise from such use. Adults supervising minors in the Pool Area are solely responsible for the safety of such minors. No lifeguard or pool monitor is provided for the Pool Area.
3. Do not use the Pool Area if you have diarrhea, or have just gotten over diarrhea, or have a communicable disease.
4. In consideration of others, please do not converse on cell phones in the Pool Area. Music may be listened to only with headphones.
5. No pets are allowed, other than service animals as required by law.
6. All guests must be accompanied by an Occupant of a Residential Unit while in the Pool Area, with a limit of two (2) guests per Residential Unit at any time.
7. No smoking, food, or drinks are permitted, other than water and sports drinks; such drinks are only permitted in plastic, metal, or other non-glass containers.
8. Alcohol is not permitted in the Pool Area.
9. No person under the age of 14 is permitted in the Pool Area without adult supervision.
10. No equipment or other items owned or maintained by the Association are to be removed from the Pool Area.

11. Only appropriate poolside or shower footwear (e.g., flip-flops, water shoes) is permitted in these areas.
12. No walking from the pool deck to the fitness center without shoes, and persons must dry off before entering the fitness center or existing the locker rooms.
13. All persons must shower immediately before entering the pool or spa.
14. Persons with shoulder length or longer hair must tie it back or wear a swim cap.
15. Persons who are not toilet trained and persons who are incontinent **MUST** wear watertight swim diapers.
16. Proper swimming attire must be worn at all times. No nudity is allowed in the Pool Area.
17. Persons under the age of five should not use the spa.
18. No running, jumping, or diving is allowed in the Pool Area, nor may water guns or similar toys/items be used in the Pool Area.
19. Place all pool furniture and items around the Pool Area back to their original location if you move them. Any personal items left in the Pool Area may be subject to donation, disposal, or discarding by the Association if the Association does not know the identity of the owner of such items.
20. Intoxicated persons are prohibited from using or being within the Pool Area. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long exposure may result in nausea, dizziness or fainting.
21. The Master Association is allowing Owners and Occupants use of the Recreational Facilities prior to the closing date and the above rules will still apply.

FITNESS CENTER

1. Fitness Center hours are 5:00 am to 10:00 pm daily
2. Each person using the Fitness Center does so at his or her own risk and assumes all risk of injury that could arise from such use. Adults supervising minors in the Fitness Center are solely responsible for the safety of such minors. No monitor is provided for the Fitness Center.
3. Owners and Occupants participating in fitness classes hosted or sponsored by the Association may be required to complete and submit a waiver and release of liability for participation in such fitness classes, in the Association's discretion.
4. In consideration of others, please do not converse on cell phones in the Fitness Center. Music may be listened to only on headphones.
5. No pets are allowed, other than service animals as required by law.
6. All guests must be accompanied by an Occupant of a Residential Unit while in the Fitness Center, with a limit of two (2) guests per Residential Unit at any time.

7. No smoking, food, or drinks are permitted, other than water and sports drinks; such drinks are only permitted in plastic, metal, or other non-glass containers. Alcohol is not permitted in the Fitness Center.
8. No person under the age of 14 is permitted in the Fitness Center without adult supervision.
9. Proper attire is required at all times. No bathing suits or bare feet are allowed in the Fitness Center.
10. Return all weights and mats to the proper racks when not in use.
11. Wipe down all equipment and machines after use. Disinfectant is provided in the Fitness Center. Be considerate of others and limit use of cardiovascular machines to 30 minutes if other persons are waiting to use them.
12. If a machine is not working properly, please stop using the machine and report the issue to management personnel immediately.
13. No equipment or other items owned or maintained by the Association are to be removed from the Fitness Center.
14. Any personal items left in the Fitness Center may be subject to donation, disposal, or discarding by the Association if the Association does not know the identity of the owner of such items.
15. Intoxicated persons are not allowed in the Fitness Center.
16. The Fitness Center is not permitted for commercial use (i.e., private trainers cannot provide services to non-Occupants).
17. Any person coming to the Fitness Center for the purposes of training or teaching an Occupant must be registered with the Association prior to the start of training. Any related certification of qualification, if required by the Association, as well as any signed liability waivers, with forms approved by the Associations, in addition to any liability insurance certificates, must be provided before any training begins. All insurance certificates must name the Association and its directors, officers, and agents as additional insureds. Trainers may not make facility reservations.

PARKING, VEHICLES AND GARAGE GUIDELINES

1. Permitted Parking Areas which include garages, driveways and private parking areas on property are designed for the parking of personal transportation vehicles only. No boats, buses or vans designed to accommodate ten (10) or more people, trailers, campers, off-road vehicles, golf carts, commercial vehicles, mobile homes, and vehicles with more than two (2) axles, recreational vehicles, or any inoperable vehicles or parts shall be parked in Permitted Parking Areas.
2. Guest parking spaces are strictly for the temporary use of vehicles belonging to guests or invitees of residents or tenants for no more than seventy-two (72) continuous hours. Inoperable vehicles are not allowed in guest parking at any time. A guest is defined as a person who has been invited to visit a residence or attend an event hosted at a residence, for a stay of no more than seven (7) consecutive nights.

3. Any vehicle parked in a Fire Lane is subject to immediate tow at vehicle owners' expense and without notice.
4. Vehicles may not park on any street corner or allow their vehicle to encroach into a corner.
5. The Board has the right and power to enforce all parking and vehicle regulations applicable to the Property, including the removal of violating vehicles from alleys, streets and other portions of the Property in accordance with California Vehicle Code Section 22658.2 or other applicable laws.
6. Owners are responsible for fines and compliance with the Community Documents of their tenants and guests. Registered vehicle owners are responsible for any costs relating to towing of a vehicle and subsequent storage per California Vehicle Codes.
7. The Board has the power to establish additional guidelines concerning parking in the Common Area, including designating "public parking", "guest parking", and "no parking" areas.
8. No commercial trucks and/or vehicles may be parked, stored or kept on the Property except for brief periods of loading, unloading, or emergency repairs, and then for periods not in excess of six (6) hours. A commercial vehicle is defined as any truck or vehicle that (i) bears any signage or writing that gives information about or advertises

any business, company or service, (ii) has more than two (2) axles, (iii) is longer than twenty-one (21) feet in length from bumper to bumper, (iv) exceeds 10,000 pounds gross vehicle weight rating, and/or (v) is not used for personal transportation.

9. Except for temporary loading and unloading, motor vehicles belonging to residents cannot be left anywhere within the Property except for the Owner's driveway and/or garage, or private parking areas so long as parking does not encroach into the sidewalk area.
10. Owners may have to park outside of the Property, from time to time. The Association is not responsible for injuries, theft, property damage or other criminal acts. Nor shall the Association remediate or otherwise compensate for any effects of or conditions related to the Parking, Vehicle and Garage Guidelines.
11. The applicable public agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public or private streets contained within the Property.
12. Motor scooters and motorbikes are subject to Vehicle Code restrictions (i.e., both driver and motorbike must be licensed).
13. Garage doors shall remain closed, except when the garage is in use. Each owner shall keep his/her garage area in a neat and orderly condition with any storage areas completely enclosed.
14. Garages are to be used for the parking of standard passenger vehicles and trucks, or the storage of similar items of personal property so long as storage of personal property will not necessitate or result in the parking of vehicles on streets, uncovered spaces or other areas within the Property. Furthermore, garages shall not be converted to living quarters, workshops or storage which will preclude the parking of the number of vehicles for which the garage was designed to hold. Recreational vehicles, motor homes, campers, off-road vehicles, land conveyances, vessels, aircraft, boats, trailers, trucks and other similar type vehicles are strictly prohibited from being parked or stored anywhere on the Property.
15. No person may repair, maintain or restore any vehicle in the Property, which takes more than two (2) hours to complete, without prior written approval from the Board.
16. Each Owner shall keep his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop, install cabinets, or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
17. Owners possessing fewer standard vehicles than the number for which the garage was designed may use the additional area in the garage for enclosed storage.
18. An Owner's garage may never be used for temporary or permanent living purposes (for people or any kind of animal) regardless of whether the garage space is needed for parking standard vehicles.

ELECTRIC VEHICLE CHARGING STATIONS (EVCS)

1. EVCS and designated EVCS spaces for the exclusive use of registered owners and residents of the Association. Guests and visitors are not permitted to use these stations or spaces.
2. Vehicles may only occupy an EVCS space while actively charging. Once the vehicle is fully charged—or reaches a satisfactory charge level—it must be promptly moved to allow access for others.
3. No vehicle may remain in EVCS spaces longer than 12 hours at a time, regardless of charging status.
4. After 12 hours, vehicles still plugged in will incur idle parking fees of \$0.50 per minute, automatically charged via the ChargePoint account.
5. Vehicles left in EVCS spaces for more than ****24 hours**** may be towed at the homeowner's expense without further notice.
6. Users must pay for EVCS use through the ChargePoint app and are responsible for maintaining an active account and personal payment method.
7. After each use, users must neatly return the charging cord to its proper location to avoid damage and safety hazards.
8. Participants may not resell charging time or otherwise profit from EVCS access.
9. Users are responsible for any damage caused to the EVCS equipment, EVCS spaces, or Common Area and must reimburse the Association for repair costs.
10. Use of the EVCS and EVCS spaces is voluntary. Users assume all risk and agree to hold the Association, its Board, and agents harmless from liability.
11. Charging rates may be adjusted based on energy pricing, seasonal use, and demand. Notices of such changes will be made via the ChargePoint platform or Association communication channels.
12. All rules apply to owners and residents who use the EVCS. Continued or serious violations may result in legal action, fines, loss of charging privileges, or suspension of membership rights.

SIGNS

1. The posting or displaying of noncommercial signs, banners, or posters from view on or from any Exclusive Use Area, Residence, Association Maintenance Area, Common Area or any portion of the Property or from the patio, window, door, or outside wall of a Lot and/or Unit is forbidden except the following:
 - a. Signs in connection with the development of the Master Planned Community or advertising the sale or lease of a Unit or Condominium
 - b. A maximum of one (1) sign which discloses that the Unit or Condominium is protected by a security system.

- c. Political signs may be displayed on a Unit subject to all applicable City requirements and only during the thirty (30) days immediately prior to an election. Any political sign displaying vulgar language however will not be permitted.
 - d. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
 - e. Signs shall not be placed on Common Area and Association Maintenance Area, which includes, and not limited to, recreational facilities, parks, landscaping, median islands, parkways, poles and buildings.
 - f. Any non-commercial sign or poster must be no larger than nine (9) square feet, and any non-commercial flag or banner must be no larger than fifteen (15) square feet. Non-commercial signs, posters, flags, or banners not specifically allowed elsewhere in these guidelines must be submitted to and approved by the Community Design Committee before being displayed.
 - g. Non-commercial signs, posters, flags, or banners may not be made out of materials like lights, roofing, siding, paving materials, plants, balloons, or any similar building, landscaping, or decorative materials.
2. The following criteria applies to "FOR SALE" or "FOR RENT" signs:
- a. The sign for the purpose of selling or renting a residence must be of customary design and dimensions not to exceed eighteen (18) inches by thirty (30) inches in size.
 - b. Only one (1) sign is allowed per home that is for sale or rent.
 - c. The sign shall not be placed on Common Area and Association Maintenance Area, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings or other residential property.
3. Open House signage on Common Area and Association Maintenance Area:
- a. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residence, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE."
 - b. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e. if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open houses.)
 - c. An Owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent.
 - d. No riders or flags are permitted.
 - e. The Association will summarily remove and dispose of signs not complying with the Community Handbook.
 - f. Declarant is exempt from this rule.

4. Subject to California Civil Code no sign, advertising device or other display of any kind shall be displayed in the community or on any street in or abutting the community except for the following:
 - a. Entry monuments, wayfinding signs, community identification signs. Management company signs and traffic or parking control signs maintained by the Association or the City of San Marcos.
 - b. For each residence - one (1) nameplate or address identification sign which complies with Community Design Guidelines.
 - c. Signs of any size or configuration used by the Declarant in connection with the development of the community and the sale, lease or other disposition of Residences and the annexable area.

PETS

1. No more than two (2) common household pets (dogs, cats and other customarily uncaged household pets) may be kept within the Owner's Residential Property. Each owner may also keep a reasonable number of caged animals, birds, rodents, or fish so long as such animals are kept in the interior of a Residence.
2. No pet of any kind will be kept or maintained within an Owner's Property for commercial purposes.
3. No other animals, livestock or poultry of any kind shall be kept, bred, or raised within any Residence or Exclusive Use Area unless specifically licensed for emotional support.
4. If an Owners keeps any birds, the birds shall not be heard outside of the Residence.
5. Dogs or cats are not allowed to be unattended within the Common Area or Association Maintenance Area. All dogs must be maintained on a leash when outside of a Residence.
6. No animal may be tethered outside a Residence or left unattended on any deck, patio or porch.
7. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Community must be either kept within an enclosure, an enclosed space or on a leash or other appropriate restraint being held by a person capable of controlling the animal. Local municipal ordinances regarding leash laws will be strictly enforced.
8. Pets are prohibited in interior common areas and must always be leashed within all common areas (hallways, lobby, pool deck, etc.).
9. Each owner is responsible for immediately removing waste of his or her dog, cat or other animal from the Common Area and Association Maintenance Areas.
10. Excessive dog barking or other animal noise will be deemed a nuisance and shall be the responsibility of the Resident/Owner.
11. Each Owner will be held responsible for any damage to the Common Area or Association Maintenance Area due to his/her pet(s). In addition, each Owner will be responsible for any damage to the property of another due to his/her pet(s), either by financial reimbursement or corrective action to be determined by the Board of Directors.

13. The Board shall have the right to prohibit any animal that in the Board's sole discretion, is determined to constitute a nuisance and it shall have the power to abate the nuisance via legal action.
14. No owner shall maintain in its Residence any aquarium or other container holding thirty (30) or more gallons of water.
15. In addition to the foregoing general restrictions regarding pets, breeds of dogs categorized as "Aggressive breeds" are subject to restriction as well as dogs over 40 pounds as set forth in the Governing Documents

TENANTS

1. The Owner shall have the responsibility to provide their Tenants with the Association Governing Documents.
2. No Owner shall be permitted to rent or lease his or her Residential Unit for transient or hotel purposes or for a period of less than thirty (30) days.
3. Any Lease shall be in writing, shall provide that the Lease is subject to the Governing Documents and shall provide that any failure to comply with the Governing Documents, shall be a default under the terms of the Lease. A copy of the Lease shall be provided to the Association.
4. The Owner will, at all times, be responsible for his or her Tenant's compliance with all of the provisions of the Association Community Documents. Penalties and other actions to correct violations will be assessed against the Owner even though Tenant may have committed the violation.
5. For the purpose of this Community Handbook, a Tenant shall be defined as anyone in possession of all or part of an Owner's Lot/Residential Unit in exchange for any sort of consideration.
6. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their Tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.
7. Tenants shall have no obligation to the Master Association or any Sub-Association to pay Association Assessments, nor shall any Tenant have any voting rights in either Association.
8. Careful screening 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 Property 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 necessary measures to correct the situation.
9. Under no circumstances shall any Residential Unit be advertised, made available or used in connection with any Internet-based short term stay program including without limitation "Airbnb" or any similar service.
10. No Owner may further partition or subdivide any Residential Unit including any division into timeshare estates or time-share uses on a time increment basis.

MAINTENANCE OF EXCLUSIVE USE AREAS AND RESIDENCES

1. Each Owner shall be responsible to maintain, repair and replace all improvements on a Residential Property, including, but not limited to: windows, doors, interior of the Residence, in good condition and repair, including all fixtures, appliances, and cabinets.
2. Maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, and perimeter walls of his/her residence, and the bearing walls within his/her residence.
3. Repair, paint, finish, alter, substitute, add or remove any fixtures and utility connections attached to ceilings, floors or walls, including fireplaces, toilets, showers, bathtubs, sinks, kitchen appliances, lighting and plumbing fixtures, telephone facilities, doors and windows within the Residence.
4. Maintain, repair, replace and clean the interiors and exteriors of any skylights, windows, sliding glass doors, and other glass surfaces of his/her Residence. However, all inaccessible windows cleaning and exterior window frame painting will be managed by the Association.

5. Clean and paint the interior side of doors enclosing a Residence.
6. Clean, sweep and keep patio areas free from debris, leaves, dirt and trash. The owner shall also maintain, repair and replace the slab and/or pavers that compromise the exclusive use patio and/or easement area.
7. Maintain and paint any exterior fixtures including lights, photocells, and light bulbs servicing an Exclusive Use Area for the Residence.
8. Maintain any portion of the subsurface drainage system located on the Exclusive Use Area and not otherwise maintained by the Association.
9. Comply with Best Management Practices as they pertain to the Exclusive Use Area and Residence.
10. Maintain any and all surface and sub-surface drainage systems and appurtenances thereto, retaining walls, dividing walls and all other Improvements located on the Residential Property.
11. For any fences or wall which separate two (2) Residential Units, each Owner shall have the obligation to maintain the interior of the fence or wall and the Owners shall

share, on equitable basis, the cost of replacing such fence or wall. However, if any fence or wall separates the Residential Unit from the Community Association Property, the Owner shall maintain, repair, and replace all portions of such fence or wall, unless otherwise designated.

12. Each Owner is responsible for the maintenance of any locks on such Owner's mailbox.
13. Owners shall be responsible for public liability in case of injury in connection within the Residence, and for the Maintenance of utility trenches in or within each Owner's Exclusive Use Area.
14. Please see Article VII of the Element at The Hill District Owners Association Declaration of Covenants, Conditions and Restrictions (CC&R's) for more information on Maintenance.

FAILURE TO MAINTAIN

1. If an Owner fails to maintain his/her Exclusive Use Area or Residence, as provided herein, in a manner which the Board reasonably deems necessary to preserve the safety, appearance and/or value of the Property, the Board may send a written

notice to the Owner stating the work or maintenance required and request that it be carried out within a period of thirty (30) days from giving the notice.

2. If the Owner fails to perform such Maintenance and/or repairs within said period, the Board shall begin enforcement procedures or have the right to enter the Exclusive Use Area and/or Residence. to cause such Maintenance and/or repair work to be performed.
3. The costs of any such repair or Maintenance shall be charged as a Compliance Assessment to the Owner as provided in the CC&R's.
4. In the event of an emergency arising of the failure of an Owner to Maintain his/her Exclusive Use Area and/or Residence, the Board shall have the right, through its agents and employees, to immediately enter the Exclusive Use Area and/or Residence to abate the emergency and individually charge the cost thereof to such Owner.

ENFORCEMENT GUIDELINES

If the Board or the Community Design Review Committee determines that there is a violation of the Community Handbook, other than nonpayment of any Assessment, then the Board shall give written notice to the responsible Owner. The Association shall have the power to:

1. Take disciplinary action and/or assess monetary fines against an Owner for violation of the Governing Documents by such Owner or their Invitees
2. Commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents
3. After Notice and Hearing, suspend the rights to use any portion of the Association Property or membership rights or privileges
4. Enact any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of these provisions.
5. In addition, the Association shall have the power to temporarily suspend the membership rights and privileges and/or assess monetary fines against any Owner or other person entitled to exercise such rights or privileges for any violation of the Governing Documents or Board resolutions, in accordance with the procedures set forth in this Declaration and in the Bylaws; provided, however, that unless such suspension is due to a failure to pay Assessments pursuant to ARTICLE V, such suspension shall not last longer than sixty (60) days. In no event shall the Association suspend an Owner's right and easement of access for ingress and egress over the Association Property to the extent necessary to provide access and utility service to the Residential Unit.

If a Member determines that there is a violation of the Community Handbook, the following steps to resolution should be followed:

1. Reasonable and effective communication with your neighbors is the first step in resolving issues and concerns.
2. If you find you have difficulty dealing with your neighbor in regard to a Property issue or concern, please contact and submit a written incident report to your Management Company.
3. In the event two or more Members of the Association file a Non-Compliance Report, the Association will take the following steps:
 - a. Send a letter stating the alleged violation and actions needed to clear the violation with a specific correct by date.
 - b. Send a second letter with a notice of hearing date to the Owner if violation is not cured.
 - c. A hearing is set not less than ten (10) days from date of written notice for the hearing.
 - d. Owner may attend in person or may submit a written response to the alleged violation at a hearing before the Board or Enforcement Committee. A written decision will be sent to the Owner following the hearing within fifteen (15) days of the hearing. Note: The board will make its determination even if the owner does not attend the hearing in person or by written response.

The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Property Documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Special Assessment, (c) suspend or condition the Owner's right to use any facilities the Association owns, (d) suspend the Owner's voting power as a member, (e) enter upon a residence to make the necessary repairs, or perform maintenance which is the responsibility of the Owner, (f) record a notice of noncompliance encumbering the Owner's residence, or (g) a combination thereof.

If the decision is to pursue a monetary fine system, the Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Community Handbook and Community Design Guidelines of the Association. Please be sure to read the CC&Rs carefully.

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter (Hearing Notice) will be sent to the Owner stating the alleged violation continues and requests the Owner appear before the Board.
3. If the result of the hearing is a monetary fine, a fine of \$100 will be applied to the Owner's account.
4. When applicable, the fines will be doubled every 30 days until the homeowner is once again in compliance with the guidelines. Any fines not paid may result in legal action in accordance with law.
5. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Element At The Hill District Owners Association.
6. The Board of Directors reserves the right to skip steps (1) one through (4) four and go directly to step (5) five where the Board of Directors believes circumstances warrants such action.

NOTE:

Should a violation occur which imposes a financial obligation on the **Element at The Hill District Owners Association**; the party responsible for said violation shall reimburse, by way of a Special Assessment, the **Element at The Hill District Owners Association** for this financial obligation. If, for example, a party damages a fence, tree or any other Common Area or Association Maintenance Area, repair and replacement costs will be charged to that party.

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION DELINQUENCY POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our Association. Your Board of Directors takes very seriously its obligation under the CC&R's and the California Civil Code to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent, and effective manner. Therefore, pursuant to the CC&R's and Civil Code, the following are the Association's assessment collection practices and policies:

- Regular monthly assessments are due and payable on the 1st day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
- All other assessments, including, but not limited to, Special Assessments, Reimbursement Assessments, Reconstruction Assessments, and Capital Improvement Assessments are due and payable on the date specified by the Board in the notice of assessment.
- Regular monthly assessments and all other assessments (as defined in Paragraph 2) are collectively referred to herein as "Assessments".
- Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the Assessment or other sums are levied.
- Unpaid Assessments are delinquent 15 days after they are due.
- A late charge of \$10.00 or 10%, whichever is greater, will be charged for any Assessment that is not received on or before the 15th day of the month, prior to the close of business.
- Interest on the balance due will accrue at a rate not to exceed 12% per annum; commencing thirty (30) days after the Assessment becomes due.
- At fifteen (15) days past due, the association may invite owner(s) to a hearing for the purpose of revoking membership privileges. Those privileges can include access to common areas or facilities, and/or services paid for by the association.
- When an Assessment becomes more than forty-five (45) days past due, the Association will send a validation notice to the billing address on record with the association. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the notice. If an owner writes to dispute the amount owed or to request "original creditor" information within the validation period set forth in the notice, then the Association will cease collection of the debt, or any disputed portion of the debt, until the Association responds appropriately as required by law (see applicable consumer protection laws).
- When an Assessment becomes more than seventy-five (75) days past due, the Association will send an intent to lien/pre-lien letter to each owner, as required by the Civil Code, by certified mail to the owner's address of record. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the letters

- If the owner fails to pay the amounts set forth in the intent to lien/pre-lien letter within 30 days of receipt of that letter, a lien for the amount of any delinquent Assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. The owner will be charged a fee for the lien, as well as any processing fees, recording service, and costs. A copy of the lien will be sent to each owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law.
 - Prior to the recording of a Board authorized lien for delinquent Assessments, an owner that is delinquent has the right to participate in internal dispute resolution ("IDR") pursuant to the "meet and confer" program in accordance with California Civil Code. Prior to recording a lien, the Board of Directors will approve such action by a majority vote of the Board of Directors.
 - Upon receipt of payment in full, that includes any late fees, interest, collection costs and/or attorneys' fees, a Release of Lien will be recorded. Copies of the Release of Lien will be sent to all owners of record. The owner will be charged a fee for the release, as well as any processing fees, recording service, and costs. All county recording fees are charged as applicable and as counties may charge from time to time.
- If an owner is delinquent for thirty (30) additional days after the Notice of Delinquent Assessment (Lien) has been recorded, the Assessment collection matter will be referred to the Association's attorney or collection agent, and the lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. An actual foreclosure sale of an owner's property will not be conducted unless or until either; (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and/or fees; or (b) the assessments are delinquent for more than twelve (12) months. [You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs, including attorneys' fees, if a foreclosure action is commenced against your property.] The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the Minutes of the next open session Meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the Minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent owners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
- Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
- The Association will charge a processing fee to the owner for a returned check.
- Any owner who is unable to pay Assessments will be entitled to submit a written request for a payment plan to be considered by the Board of Directors. The Board of Directors is not required to approve a payment plan. If a payment plan is approved, the Board of Directors may establish the terms of the payment plan. A payment plan request or approved payment plan will not impede the Board's ability to vote for and record a lien.

The mailing address for overnight payment of assessments is:

FirstService Residential California, LLC
15241 Laguna Canyon Rd
Irvine, CA 92618

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 governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

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

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

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

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

ASSIGNMENT OF RENTS

In the event that the Association files any action against an Owner for unpaid Assessments on Owner's Unit, and said Unit is or becomes rented or leased at any time during the pendency of the action, the Association shall have the right, upon ex parte notice and application, to request that the Court order Owner to assign all rents due from the renter/lessor of said Unit to the Association until such time as all Assessment delinquencies are cured.

ALTERNATIVE DISPUTE RESOLUTION

5925. As used in this article: (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making

process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

- (1) Enforcement of this title.
- (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
- (3) Enforcement of the governing documents of a common interest development.

5930. (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in the Code of Civil.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following

conditions is satisfied:

- (1) Alternative dispute resolution has been completed in compliance with this article.
- (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
- (3) Preliminary or temporary injunctive relief is necessary.
- (b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

5955. (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

5960. In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

5965. (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

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

(b) The summary shall be provided either at the time the pro forma budget is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process.

INTERNAL DISPUTE RESOLUTION

5915. 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. The parties may be assisted by an attorney or another person at their own cost when conferring.

(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) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and 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.

**ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
NON-COMPLIANCE REPORT**

There must be at least two Owners representing two residences of the **Element at The Hill District Owners Association** 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 Association's community documents.

REPORT FILED BY:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Date: _____ Phone: _____ Date: _____

Signature: _____ Signature: _____

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 occurs? _ How often does the alleged violation occur?

**ELEMENT AT THE HILL DISTRICT OWNERS 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 CC&R requirements, Bylaws, and Community Handbook of **Element at The Hill District Owners Association**.
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: _____

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION

COMMUNITY DESIGN GUIDELINES

**ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
COMMUNITY DESIGN REVIEW GUIDELINES**

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ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
New Owner Timeline

Owner Name: _____

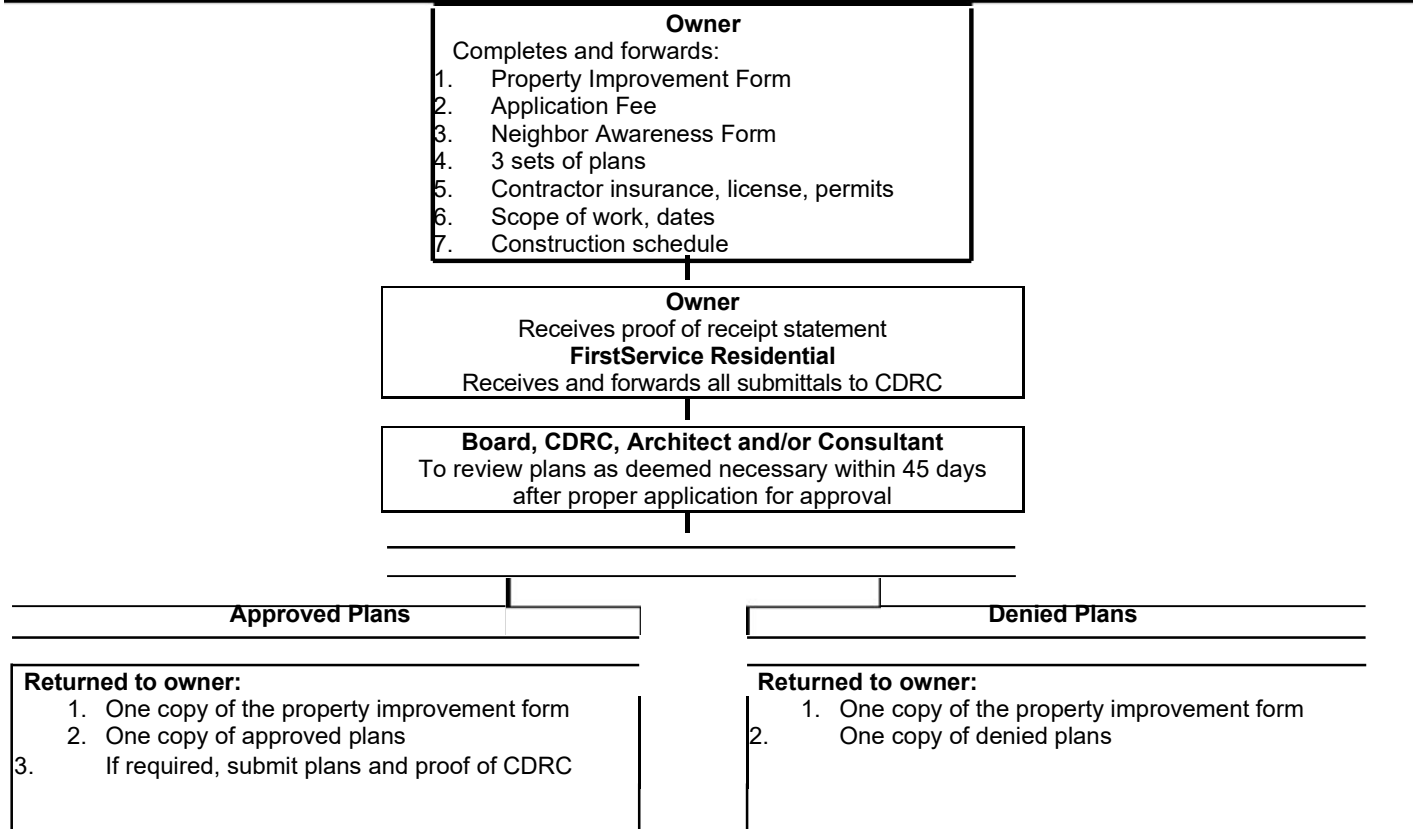
Property Address: _____

Mailing Address (if different from above):

Deadlines are based on the close of escrow (COE) date and the time frames outlined in the CC&R's.

Deadline Date	Requirement
	Close of Escrow
	Install acceptable window coverings (90 days from COE).
	Attached Homes: Landscape your exclusive use planter areas within 6 months of COE

Application Submittal / Review Process



ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
Quick tips for an application submittal package

Window Coverings

Owners have ninety (90) days from the close of escrow to install appropriate window coverings.

Meetings

The Element at The Hill District Owners Association Community Design Review Committee (CDRC) meets as often as necessary. The members of the CDRC shall determine the date and time of the meetings.

Where to submit applications

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION

C/O FirstService Residential
3131 Camino Del Rio North, Suite 230
San Diego, CA 92108

Electronic Copies of plans may be submitted to

<https://Elementatthehill.connectresident.com> Application submittal packages must include:

1. Property Improvement Form (Exhibit A).
2. Check made out to the Association for Application Fee of \$125.00.
3. Plan and specifications (3 copies) and an electronic copy of all large-scale. One copy will be returned to the Owner. **Element At The Hill District Owners Association** will retain two copies.
4. Neighbor Awareness Form (Exhibit B), 1 copy.
5. Color photographs (2 copies), where applicable. Photographs will not be returned to the Owner.

All forms are included in this packet or can be obtained from FirstService Residential at (800) 428-5588 or on the Community Website at <https://Elementatthehill.connectresident.com>

Important

- ☐ Read the attached Design Review Guidelines carefully before submitting plans.
- ☐ Owners are required, at their sole expense, to obtain all necessary permits and approvals from the City of San Marcos. Furthermore, governmental approvals are in addition to, and not in lieu of, CDRC approvals.
- ☐ The CDRC shall have the right to consult with its own Design Professionals at the Owner's expense and may request that additional deposits be provided prior to review by consultant.

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION COMMUNITY DESIGN GUIDELINES

PURPOSE

The purpose of these Community Design Guidelines is to continue the physical character as established by the initial development of **Element at The Hill District Owners Association**. The intent is to give specific design criteria to Owners for subsequent improvements after the completion of original construction.

The Community Design Guidelines are written to preserve a high quality of appearance, to ensure compatibility between improvements, and to enhance the overall value of **Element at The Hill District Owners Association**. The Community Design Guidelines are intended to be used by Owners and consultants in preparing drawings for design and other improvements; and by the Community Design Review Committee (CDRC) in reviewing these drawings for conformance with the stated objectives. The CDRC reviews proposed improvements for aesthetic purposes only. It is the Owner's responsibility to follow all applicable federal, state and local building codes. Building permits may be required by the City of San Marcos.

No Owner will make any change (Alteration) to any building, fence, wall obstruction, screen, window, awning, sunshades, walls, any landscape change or structure change without the prior written consent of the CDRC. Owners submitting applications for any Improvements involving the Master Common Area (landscaping, streets, fences, etc.) must first submit an application to the (The Hill District Owners Association) Community Design Review Committee and then submit an application to the Element CDRC. City permits, if required, must also be obtained. Decoration, painting and repainting interior walls are permitted and do not require application or approval, provided such decorating does not impair the structural integrity of the community.

APPLICATION PROCESS / SUBMITTAL PACKAGE

The Owner reviews the Community Design Guidelines and prepares plans that may include site plans, floor plans, drainage plans, color and/or material samples, and such other plans and/or samples reasonably required by the CDRC. To expedite the approval of plans, they must include each of the items detailed in the following information. Plans that do not contain required details may be returned incomplete and will require that the Owner resubmit the application submittal package. There is no additional cost to resubmit the application submittal package.

Step 1: Improvement plans and details

Applications are to include:

1. A plan that is drawn to scale. 1/8" = 1'0" on 24"x36" sheets is the preferred scale and size. Plans must be of adequate size to be completely legible.
2. The nature, kind, shape, dimensions, materials, color, finish and location of proposed improvements must be illustrated on the plan.
3. A description of the materials to be used, including the proposed color scheme. **Attach actual material samples (if available) or color photographs of material samples.**
4. A dimensioned hardscape plan (if applicable) showing new and existing walls, drainage, and construction details for all structures accurately described as to materials and complete dimensions.
5. **For Units with patios:** A plant list and/or list of materials must be included in the submittal package.

Other Information

1. If proposed improvements require access over the Association Common Area for the purposes of transporting labor or materials, written permission for such access shall be required. Any such requests must be filed with the CDRC prior to the commencement of construction. If permission is granted, a refundable deposit may be required before work begins. The amount of the deposit shall be determined by the CDRC and the amount shall be at least enough to cover the cost of repairing or restoring damage that is reasonably foreseeable. The deposit shall be refundable to the extent the CDRC finds that the work of the proposed Improvement is complete, and that the Association Common Property was not damaged or was restored at least to the condition it was in prior to the commencement of work.
2. The CDRC may require an additional fee for complex improvements that require extensive review by a 3rd party consultant or architect (Design Professional). The cost shall be the responsibility of the Owner and the Owner will be advised of the cost prior to the commencement of the review.
3. Additional information or documentation, which may be deemed necessary by the CDRC in reviewing the application package, will be requested from the Owner in order to complete the design review process.
4. The CDRC approval is based on the completeness of the application package and clarity of the drawings. Inadequate or unclear information may cause the CDRC to deny the application or deem the application incomplete. There is no fee for resubmitted plans unless the Board deems necessary.
5. Contractor signs are not allowed to be placed on any portion of an Owner's Unit or any Common Area, with the exception of security or alarm notification signs.
6. All Design Professionals must be licensed and in good standing with their respective licensing bodies, and must maintain adequate commercial general liability, errors and omissions, automotive, and workers' compensation insurance.
7. The CDRC shall have the right to base any decision to approve or disapprove any Alterations on the recommendations and/or information supplied by such Design Professionals.
8. The CDRC does not assume any liability or responsibility for any Improvements, including, without limitation, any Alterations, constructed by any Owner.

Step 2: Fees and Forms

Application packages are to include:

1. The Property Improvement Form (Exhibit A, both copies) must be signed and completed by Owner.
2. Check made out to the ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION for Application Fee of \$125.00
3. 3 copies of all plans and specifications, (per Step 1).
4. Neighbor Awareness Form (Exhibit B), 1 copy.
5. Photographs (2 copies), where applicable.
6. Completed application package to be submitted to the following address:

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION

C/O FirstService Residential
3131 Camino Del Rio North, Suite 230
San Diego, CA 92108

Electronic Plans Submittal Website: <https://Elementatthehill.connectresident.com>

FORMS AND HOW TO USE

Property Improvement Form: All application submittal packages must include a signed and completed property improvement form (Exhibit A).

NOTE: Any photos and samples required by the CDRC will not be returned to the Owner.

Neighbor Awareness Form: It is the intent of the CDRC that the Owner's applicable neighbors be notified of any improvements, which may impact the use and enjoyment of the neighbor's property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the CDRC's decision.

Applicable Neighbors Defined

Adjacent neighbor:	Means all neighbors with adjoining property walls/floors/ceilings to the Owner.
Facing neighbor:	Means the applicable neighbors most directly across/facing the Owner.
Impacted neighbor:	Means all neighbors in the immediate surrounding area, which would be affected by the construction of an improvement.

Owner must show the drawings to applicable neighbors and request their signatures on the Neighbor Awareness Form (Exhibit B). Signature of this form does not constitute neighbor approval of the improvements.

Notice of Completion: Once an Owner receives approval from the CDRC and the appropriate permits have been obtained from the applicable governing agencies, construction may commence. Upon completion of the approved improvement(s), a Notice of Completion (Exhibit C) along with photographs of the improvements must be forwarded to the Community Manager/FirstService Residential within thirty (30) days after construction is complete.

ABOUT THE REVIEW PROCESS

The CDRC will review each submittal package for completeness and consistency with the Design Review Guidelines. The CDRC may approve the proposal or application only if the CDRC finds that:

1. The plans and specifications conform to these Community Design Review Guidelines and the CC&R's.
2. The proposed Alteration/Improvement will be consistent with the design standards and esthetics of the community as to quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures and environment.
3. Approval by the CDRC of any plans or specifications, shall not be deemed to be a waiver by the CDRC of its right to object to any of the features or elements embodied in such plans and specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for any other building sites.

AFTER THE REVIEW PROCESS

The CDRC will either approve or deny all applications within forty-five (45) days of receipt of the submittal package.

No Alterations may commence until written approval is received. Construction must proceed consistent with the approved application package. All deviations must be submitted for review and approval by the CDRC prior to commencement of Alteration.

Alterations other than window coverings must commence within twelve (12) months from the date of approval and must be completed within twelve (12) months from the date of approval.

All work must be performed in a manner consistent with the construction standards of the Unit, and the design and appearance of the community.

APPEAL PROCEDURE

In the event application submittal packages submitted to the CDRC are denied, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request for reconsideration not more than thirty (30) days following the final decision of the Community Design Review Committee. Within thirty (30) days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with the California Civil Code Section 4765. Refer to Article 8 of the CC&R's for more information.

COMPLETION OF WORK

After construction or reconstruction or alteration or refinishing of any Improvements is completed, the owner is required to submit a Notice of Completion (Exhibit C) to the Board.

Within thirty (30) days after receiving notice of completion, the Board or its duly authorized representative may inspect any Alteration for which approval is required under the CC&R's.

If the Board determines that an Owner has not constructed the Alterations or Improvements consistent with the specifications of the approval granted or within the time permitted for completion, the Board shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance. If the Owner fails to remedy such non-compliance within thirty (30) days after the date of notification of non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner fails to comply with the Board's directive or order, the Board, in its discretion, may either remove the non-complying Improvement or Alteration.

ADDITIONAL INFORMATION

RIGHT TO ADOPT ADDITIONAL COMMUNITY DESIGN REVIEW GUIDELINES

The CDRC may, from time to time, adopt additional, update and/or amend existing Community Design Review Guidelines. Copies of such additions and/or amendments will be distributed to the membership and kept on file at the offices of FirstService Residential.

FAILURE TO OBTAIN WRITTEN APPROVAL FOR IMPROVEMENTS

If written approval by the CDRC is not obtained, construction shall constitute a violation of the CC&Rs, and the unauthorized improvement may have to be modified or removed at the Owner's expense.

GENERAL DESIGN STANDARDS

Antenna and Satellite Dish Equipment

1. Owners must provide the Board with written notice prior to installation of any antenna or satellite dish equipment on the exterior of any Unit or any Common Area and provide evidence of compliance with requirements.
2. If, in the Board's opinion, the installation, location or maintenance of such antenna or satellite dish equipment unreasonably affects the safety of any person or is of a size larger than is permitted under the Antenna Laws or for any other safety-related reason established by the Association, the installation will not be allowed.

Exclusive Use Patio Areas

1. Each Owner of a Unit which has an Exclusive Use Patio Area attached to it shall have the right to furnish such space with attractive outdoor furniture in keeping with the design of the community.
2. The installation of carpeting, outdoor speakers interfering with the quiet enjoyment of neighbors, and any additional outdoor lighting is specifically prohibited; lighting may be an exception only with CDRC approval. If additional lighting is approved, appropriate shields to prevent light from adversely affecting adjacent properties will be required.
3. Except as may be permitted the CC&Rs, no clotheslines, flagpoles, machinery, or equipment, other than those originally installed at the time of construction or approved by the Association shall be permitted in any Exclusive Use Patio Area.
4. Neither planter boxes nor screen material of any kind shall be attached to or suspended from any portion of any fence, wall, or surface.
5. Appropriate plants shall be contained within leak-proof pots and all plants shall be by the Board or CDRC before being placed on a patio, deck or balcony
6. In light of high winds and other natural occurrences, no item is to be placed, kept, or stored on any fence, wall, or any surface that may be at risk of flying off or falling and causing injury to persons or property.

Contractors

Owners shall ensure that any contractor they hire to perform work adheres to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.

3. Contractors will not leave vehicles, equipment, trash, construction debris or material on streets or parking areas overnight.
4. Owners and residents are subject to fines if their contractor places construction material in the Common Area trash bins.
5. Contractors should adhere to the following construction hours:

7 a.m. – 6 p.m. Monday through Friday
8 a.m. – 5 p.m. Saturdays
No construction access on Sundays or Holidays

6. Portable toilets are not allowed.
7. Dumpsters are not permitted, unless previously approved in writing by the CDRC.
8. All Common Area shall be protected during construction. The Owner will be responsible for repairing any damage to the Association Common Property caused by their contracted construction activity.
9. If lumber or other packaged material is unloaded in the street or parking areas, access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be unloaded in the street/parking areas is three (3) hours. Unpacked material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
10. No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored in the community.
11. Contractors shall not bring or use alcohol or recreational drugs on site.
12. Contractors must not bring animals (including dogs) on site. Contractors may only bring persons who are working with the contractor on the construction project.
13. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
14. All construction activity must comply with local governmental codes/permits and plans must be approved by the Community Design Review Committee.
15. The streets must be left broom clean, at the end of the work day. All debris (i.e. paper, bottles) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
16. Contractors shall not play loud radios or other musical apparatus. Contractors must minimize noise impacts from generators or other construction equipment.

17. Contractors must perform work in accordance with Best Management Practices. Owners are ultimately responsible for contractors' violations of Best Management Practices.

Doorbells

Installation of doorbells with a video camera such as Nest or Ring doorbells will be acceptable.

Drainage

1. There shall be no alteration of the drainage patterns initially installed and constructed by Declarant including, without limitation, drainage swales, drain pipes, area drains, catch basins or connections thereto, and as established by the grading and natural course of surface and subsurface water run-off without the prior approval of the CDRC, and any all necessary governmental approvals and permits. Drainage patterns may not be altered or modified without prior approval from the City.
2. Owners and residents are strictly prohibited from disposing of crank case oil and other chemicals in storm drains.

Holiday Decorations

1. Holiday decorations can only be displayed within Owners Unit and Exclusive Use Patio Areas, provided they do not penetrate any Common Area surfaces.
2. No holiday decorations can be attached to any exterior portion of the Unit with any type of nails, screws, metal fasteners or adhesives.
3. Each Owner is liable to the Association for any damage to the Common Area (including holes, tape marks, abrasions, etc.) caused by that Owner or such Owner's family, residents, tenants or guests.
4. The following holiday decorations policy is designed to help avoid adverse visual impact and ensure the safety of all the homes and residents.
 - a. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 8th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday and must be removed within fourteen (14) days after the holiday, unless prior written authorization has been granted by Association to remove them at a later date.
 - b. Residents who do not comply will be sent a violation notice.
 - c. Owners are to ensure that all holiday lighting does not create a nuisance for other Owners.

Joint Structures

1. No Person may remove, puncture, pierce or otherwise alter any portion of any Joint Structure (Common Wall, Common Roof, or Residential Building Foundation) without the prior written approval of the Owner of the adjoining Duet Residence.
2. No Person may install any built-in or surface-mounted loudspeakers or other sound-generating devices in, on, or against any Common Wall, nor make any other modification with would impair the Common Wall's insulation, sound attenuation characteristics or its structural integrity.

Noise Mitigation / Flooring

1. No Owner may alter any flooring, walls, or other area that would increase the sound transmission, resonances or reverberations to any adjoining Unit(s). This includes the replacement, modification or penetration of any flooring, floor covering, ceiling or wall, installation of recessed lighting stereo speakers or other modification that increases the level of sound heard by other Units.
2. Owners are prohibited from installing "built-in" speaker system that penetrate ceiling and walls.
3. Any Alterations to the flooring and floor coverings (including hard surface or wood flooring in lieu of carpeting) and/or the installation of televisions, video screens, speakers or home theater systems in the interior of a Unit by an Owner will require approval from the CDRC.

Post Tension Slabs

1. No Owner may cut into a Post Tension Slab for any reason (e.g. to install a floor safe, to remodel plumbing, etc.) as it is very hazardous and may result in serious damage to the Residence and/or personal injury. Each Owner shall not cut into or otherwise tamper with the Post Tension Slab or knowingly permit or allow any person to cut into or tamper with the Post Tension Slab.
2. Owners must also disclose the existence of the Post Tension Slab to any Occupant or subsequent purchaser of the Residence.

Height Restriction

In no event shall the Residences be modified to include an additional story.

Solar Energy Systems

Owners must obtain prior written approval from the CDRC prior to installing any solar energy system. The CDRC will approve the location where such equipment may be installed. The design and location of the solar energy system must meet the requirements of all applicable governmental ordinances and regulations. City permits, if required, must be obtained.

1. Any modification or removal of pre-installed solar energy systems is prohibited unless CDRC has approved such changes.

2. The Association is not responsible for maintenance, repair, or replacement of the Declarant installed solar energy systems.
3. Owners must obtain prior written approval from the CDRC prior to installing any additional solar energy system. The CDRC will approve the location where such equipment may be installed. The design and location of the solar energy system must meet the requirements of all applicable governmental ordinances and regulations. City permits, if required, must be obtained.

Window Coverings

1. Window coverings may consist of draperies, shades, shutters or other window coverings.
2. The use of aluminum foil, bed sheets, newspaper, paint, reflective tint as window covering, or any other material deemed unattractive by the Association is prohibited.
3. All window coverings shall be of a uniform neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Unit and the community.
4. No awnings, ornamental screens, screen doors, sunshades, or umbrellas of any nature shall be positioned on or around any portion of the Building or in the Community except those authorized and approved by the Board.
5. An Owner of a Lot may use plain white sheets to cover windows for a period of time not to exceed six (6) months after the earlier of the close of escrow for, or the occupancy of, the Dwelling, pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

Patios (Exclusive Use Areas)

Owners must obtain written approval from the CDRC prior to making any changes or modifications to their patio/Exclusive Use Area. This includes adding concrete, rocks, mulch, grass, trees, and any plants. Submittal applications must include the type of plant and/or materials to be used.

Conditions not defined: Any condition or material not defined within these Design Guidelines shall become a matter of judgment on the part of the CDRC.

Exhibit A
ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
Property Improvement Form

CLOSE OF ESCROW ____/____/____

RESUBMITTAL: Yes or No (circle one)

X _____ Name
Homeowner's Signature

Mailing Address _____ Home Phone _____ Work Phone _____

Property Address _____

Email _____

PLAN SUBMITTAL CHECKLIST

- ☐ Three (3) Copies of property Improvement Form (Exhibit A)
- ☐ One (1) Copies of Neighbor Awareness Form Completed (Exhibit B)
- ☐ Three (3) Copies of Proposed Plans
(*Must include details of size, design, color and materials listed on each set of plans*)
- ☐ Two (2) copies of color photograph of all areas to be improved (front, rear, and side) - Hard copies, 4x6 minimum. *Photographs will not be returned.*

PROJECTS BEING SUBMITTED: (Please briefly describe planned improvements)

1. CDRC approval does not waive any Federal, State, or local regulation.
2. CDRC approval does not constitute acceptance of any technical or engineering specifications, and ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. The CDRC reviews for aesthetic purposes only.
3. An oversight of a provision of the CC&Rs, or Design Review Guidelines, does not waive the rule. Corrections may be required.
4. Approval of drawing is not authorization to revise the original drainage system installed by the homebuilder and approved by the county/city.
5. Use of property owned and/or maintained by the Association for construction access or storage is not permitted, unless authorized by the Association and the applicant signs a waiver of damage and posts a construction deposit for repairs of damage to property owned and/or maintained by the Association.
6. The property owner is financially responsible for any repairs to property owned and/or maintained by the Association damaged by a property owner's project.
7. Building materials may not be stored on streets, Common Areas, or on property owned and/or maintained by the Association. Streets and parking areas may not be obstructed by construction equipment.
8. Approval of drawings is not authorization to proceed with improvements on any property other than the property reviewed by the CDRC and owned by the applicant.
9. All construction, reconstruction or alteration of any structure must take place wholly within and upon property owned by applicant.

Exhibit B
ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
Neighborhood Awareness Form

This document is applicable for those requesting approval for Improvements that are visible from the exterior of your home or that will affect the sound attenuation within your unit.

Impacted Neighbor		Impacted Neighbor	
Name		Name	
Address		Address	
Signature	Date	Signature	Date

Balcony, Deck or Patio

Adjacent Neighbor Name Address Signature Date	Your Unit  Name _____ Address _____	Adjacent Neighbor Name Address Signature Date
---	--	---

Front of Home

Impacted Neighbor	Impacted Neighbor	Impacted Neighbor
Name	Name	Name
Address	Address	Address
Signature Date	Signature Date	Signature Date

My neighbors have seen the plans I am submitting for the CDRC review (see above verification). I, as the owner, certify that I have requested that my adjacent and impacted neighbors sign this statement confirming notification. I understand neighbor objections do not in themselves cause denial of the plans. If the Home is not yet sold or occupied, I have had a builder representative sign in the appropriate box to confirm that the Home is not occupied.

SUBMITTED BY:

N a m e : _____ **D a t e :** _____

Address: _____

Exhibit C
ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION
Notice of Completion Form

Owner Name: _____

Property Address: _____

Unit _____

Home Phone: (____) _____ Work Phone: (____) _____

Email: _____

On the __ day of _____ the improvement(s) on the described property was (were) COMPLETED in accordance with the plans and submittal package, which was approved by the CDRC.

The completed work is: _____

Signature of Owner(s)

Date

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION

ELECTION RULES AND PROCEDURES

ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION ELECTION RULES

California's Davis-Stirling Common Interest Development Act (specifically Civil Code §§5100-5130) requires that common interest development property owner associations, such as the **ELEMENT AT THE HILL DISTRICT OWNERS ASSOCIATION** ("Association"), adopt rules regarding the conduct of elections of directors (as well as other specified votes conducted by an Owners Association). Those election rules must comply with a number of specific requirements that are set forth in the statute.

The procedures that follow were drafted to reflect those statutory requirements, and it is these procedures that will be used by the Association in the 2026 election of directors and in subsequent elections, unless certain provisions of these procedures must be modified or amended to reflect subsequently enacted legislation.

These Election procedures apply to all Member votes undertaken by Association. These Election Procedures shall be effective on the date of adoption, shall supersede any other rules of the Association affecting voting or elections, and shall remain in effect until modified by the Board of Directors (the "Board").

ARTICLE 1 MEMBER VOTING RIGHTS

1.1 Member Voting Rights. Notwithstanding anything to the contrary in the Association's governing documents, all Members shall be entitled to vote, and no Member shall be denied a ballot for any reason other than not being a Member at the time the ballots are distributed. "Member" means a person who holds legal title to the separate interest (i.e., is named in the recorded deed for the separate interest property). The "separate interest" property means the unit owned by a Member.

Entity Owners. In the case of a Member that is not a natural person (such as a trust, corporation or other entity), the vote of such Member may be cast by any authorized representative of the Member designated by written notice to the Association.

General Power of Attorney. In the event that the Association's governing documents preclude a member voting by "Proxy" (Corp Code §§7613 and 7514), if a member has issued a general power of attorney to another person, the holder of that general power of attorney is entitled to receive a ballot on presentation of his or her appointment, to the secretary of the Association and that ballot shall be counted if submitted before the deadline established for the return of the ballots.

1.2 Voter List and Candidate Registration List.

1.2.1 Voter List. The Association shall maintain a "Voter List" which shall include for each separate interest: the Member's name; voting power; and, unless the Member has "opted out" of the public distribution of their address, the physical address of the Member's separate interest, or the parcel number, or both, and the mailing address of the Member if it is different than the physical address of the separate interest (or if the parcel number is used). Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Voter List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association or member, is obligated to report any known errors or omissions in the Voter List to the Inspector of Elections who must make the corrections within 2 business days. Civil Code §5105(a)(7). The Voter List shall be retained as "association election materials" as required by law. (Civil Code §5105(a)(7)).

1.2.2 Candidate Registration List. The Association shall require the Inspector of Elections to maintain a list of the individuals who met the minimum qualifications for being a candidate before the stated deadline for declaring an intention to run for election. The list should be supplemented (following announcement of the election results), by including the names of individuals who were designated as write-in candidates if permitted by Civil Code §5105(f).

1.3 Voting Power of Each Membership. On each matter before the Members, only one (1) vote shall be cast for each separate interest. Once a ballot is received by the Inspector of Elections, it may not be rescinded. Votes on behalf of a separate interest owned by more than one person or entity shall be treated as a single member for voting purposes. The vote for such separate interest shall be exercised as the owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any separate interest. If the joint owners of a separate interest are unable to agree among themselves as to how their vote is to be cast, they shall lose their right to vote on the matter in question. If any joint owner of a separate interest casts a vote representing the separate interest, it will thereafter be conclusively presumed for all purposes that such owner was acting with the authority and consent of the other owners of that separate interest.

1.4 Cumulative Voting. If the association's governing documents permit cumulative voting, then cumulative voting is permitted in the election of directors, even when the voting is done by the secret voting procedures required under Civil Code §§5100-5130.

1.5 Proxies. Proxies may be used by the Members at a membership meeting only if the authorized by the member and filed with the Secretary of the Association prior to the meeting in which it is applicable. If a proxy specifies a choice between approval and disapproval between each matter to be acted upon, the vote shall be cast in accordance with that choice. Proxies should specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. No proxy will be valid after eleven (11) months from date of proxy unless otherwise stated. The maximum term of any proxy is three (3) years from the date of execution.

1.6 Board Elections by Acclamation. Notwithstanding the secret balloting requirement in Civil Code §5100, or any other contrary provision in the governing documents, when as of the deadline for submitting nominations provided for in subdivision (a) of Civil Code §5115, the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the Inspector of Elections, the Association may, but is not required to, consider the qualified candidates if all of the conditions specified in Civil Code §5103, which are included in **Exhibit "A"** attached hereto, are met, after a vote of the Board, seat them and consider them elected by acclamation.

ARTICLE 2 VOTING PROCEDURE

2.1 Notice of Election Information. At least thirty (30) days before the deadline to submit nominations, the Association shall provide general notice (or individual notice, if requested by a particular member) the Association's nominating procedures and the deadline for submitting a nomination to the association. In addition, at least thirty (30) days before the distribution of ballots, the Association must provide members with general notice (or again, individual notice if requested, of the following: (i) the date time, and the physical address where, ballots are to be returned by mail or handed to the Inspector of Elections; (ii) the date, time, and location for the tabulation of ballots and the announcement of the tabulated results of the election; and (iii) the "Candidate Registration List," as defined in Section 3.4 below.

2.2 Distribution of Ballots. At least thirty (30) days before the election, the inspector/s must send to each member, by first class mail or other form of delivery, all of the following: (a) the ballot or ballots; (b) two pre-addressed envelopes with instructions on how to return the ballots; and (c) a copy of the Association's election operating rules. Civil Code §§5105(g)(4), 5115(c). The rules may be sent by individual delivery (Civil Code §4040), or by posting on the association's website and including that website address on the ballot together with the phrase, in at least 12 point type, "*The rules governing this election may be found here.*" Civil Code §5105(g)(4)(B). These matters are: (i) elections regarding assessments legally requiring a Member vote, (ii) election and removal of directors, (iii) amendments to the governing documents, and (iv) grants of exclusive use of common area property pursuant to Civil Code §4600.

For votes on any other matter, votes may be by secret ballot or by written ballot, and ballots may be distributed a reasonable time (which may be less than thirty (30) days) prior to the deadline for voting.

2.3 Frequency of Director Elections. The Association shall hold an election for a seat on the Board at the expiration of the corresponding director's term or sooner if required by the Bylaws.

2.4 Extension of Voting. The Board shall be entitled to extend the deadline for the return of ballots one or more times due to the lack of a quorum or for such other reason(s) as the Board deems reasonable and prudent.

2.5 Electronic Voting. Generally, an electronic voting system utilizes a website that members can log into to cast votes. Links to vote electronically are likely to be delivered to members in one of the following ways:

1. Mailer with link and login information
2. Email (if authorized) with a link
3. Website with a link or QR code

Electronic voting systems can be of two potential types:

1. Opt-Out System

- The board selects electronic voting as the **default method**.
- Members are given the **option to opt out** and receive a paper ballot.

2. Opt-In System

- The board selects **paper ballots as the default method**.
- Members are given the **option to opt in** and receive electronic ballots.

The board must decide on an opt-in or opt-out system **before** amending election rules.

Rules can authorize the use of electronic voting for any given election (except for assessment increases) at board discretion.

Electronic voting rules must include all of the following:

- Members must be allowed to update their preferred voting method no later than 90 days before the election.
- Members voting electronically must provide a valid email address.
- The association must maintain a voting list of member voting preferences.
- The association must include opt-in or opt-out procedures in its annual statement (per Civil Code §5310).
- A rule prohibiting nominations from the floor.
- Electronic and written ballots must contain identical voting issues.
- For an opt-out system, written ballots must be mailed to:
 - Members who opt out, or
 - Members for whom the HOA does not have an email address.
- For an opt-in system, a rule must specify that electronic ballots are only sent to those who opt in.

ARTICLE 3 CANDIDATES FOR THE BOARD AND NOMINATION PROCEDURES

3.1 First Board of Directors. Until the First Membership Election, the Board shall consist of those directors who are appointed by Declarant. The directors appointed by Declarant shall serve for a term of three (3) years and the director(s) elected by the Class A Members shall serve for a term of two (2) years. After expiration of the initial terms, all directors' terms shall be two (2) years.

Thereafter, election to the Board shall be by secret ballot in accordance with the requirements no earlier than forty-five (45) days and no later than six (6) months after close of escrow for sale of the first Condominium.

The Declarant will phase the transition of control starting at 25% and at 75% of unit closing the complete turnover will take place within 60 days.

3.2 Minimum Qualifications for Candidacy. In accordance with the Association bylaws, to be eligible to be a candidate of election to the Board, the candidate must be a member of the Association who is in good standing (meaning that the proposed candidate is not delinquent in the payment of Association assessment obligations and is not otherwise subject to a suspension of membership privileges as the result of disciplinary action initiated by the Association, except as provided in Civil Code §5105(d). If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of the legal entity may appoint a natural person to be a member for the purpose of being eligible for candidacy for election to the Board. In the event that a developer still owns one or more separate interests, nominees by the Developer need not be members of the Association (Civil Code §§5100(g)(3)(A), 5105(b)(1).

3.3 Nominations for Election to the Board of Directors; Self-nomination.

In addition to the nomination procedures specified in Section 4.4 of the Association Bylaws, by State Law the Association must permit any member to "self-nominate" himself or herself for election to the board of directors. Any member desiring to nominate himself or herself as a candidate for election to the board of directors must (a) qualify as an eligible candidate under Civil Code §§5100 and 5105 and the Association's election rules applicable to all candidates at the time the person's candidacy is proposed and thereafter, and (b) present written notice to the Board of the person's desire to self-nominate on or before the deadline of the nominating committee for the presentation of its list of candidates to the board of directors. Candidates' names shall be listed on the ballot alphabetically by last name.

Nominating Committee. The Board will appoint a nominating committee consisting of three (3) persons, at or around the same time that the solicitation notices are sent to the membership, for the purpose of placing names into nomination for office. The nominating committee shall consist of a chairperson, who shall be the director, the two (2) other persons may be either Members of the Association or representatives of the Declarant. Each Member of the nominating committee shall be appointed for a period of one (1) year.

Nominations from the Floor. Nominations may be made from the floor at the annual meeting.

3.4 Candidate Registration List. The "Candidate Registration List" specified in Section 1.2.2 above shall mean the list of candidates who will appear on the ballot for election by the Members. Upon request, the Association shall permit Members to verify the accuracy of their individual information on the Candidate Registration List at least thirty (30) days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association is required to report any known errors to the Inspector of Elections. The Candidate Registration List shall be retained as "association election materials" as required by law.

3.5 Notice of Known Candidates. The names of all persons on the Candidate Registration List shall be set forth on the ballot.

3.6 Candidacy Statements. Any candidate who wishes to submit a candidacy statement may only do so

using the Association's authorized form. By State Law, the Association may not edit or redact any content from such statements but may include a statement specifying that the candidate or member, rather than the Association, is responsible for the content of the statement.

3.7 Directors May Not be Delinquent. Any Member serving on the Board shall be current in the payment of regular and special assessments. A director shall not be considered “delinquent” in the payment of assessments if the delinquency relates to the payment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party and/or if the director: (a) has paid the regular or special assessment under protest; (b) has entered into a payment plan for repayment of the delinquent assessments and is not delinquent in payments due under the plan; or (c) has requested and has not been provided an opportunity to engage in internal dispute resolution.

ARTICLE 4 USE OF ASSOCIATION MEDIA AND CAMPAIGNING

4.1 Access to Association Media – Candidates for the Board. The Board may, but is not required to, make Association media (e.g., newsletter, notice board, website, or other notices provided to the Members) available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.

4.2 Access to Association Media – Other Matters. If the Board utilizes Association media to advocate a point of view on any matter (other than election of directors) that requires Member approval or allows any Member access to Association media for that purpose, then all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

4.3 “Equal Access.” “Equal access” shall mean publication of written statements not to exceed a predetermined length as determined by the Board. The Board shall not edit or redact any statement but shall not be required to publish any statement that exceeds the predetermined length restrictions. Modifications to formatting may be made so as to allow for space and/or media restrictions. If any formatting modifications should become necessary, they shall be applied equally to all submissions and at no time shall any formatting be applied that may signify a preference or partiality.

4.4 Responsibility for Content. All statements published in Association media pursuant to the “equal access” rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the “equal access” rules.

4.5 Campaigning. No Association funds shall be expended for the purposes of campaigning in connection with any vote or election other than those funds specifically required to distribute required correspondence, notices, or forms that may contain the names of candidates or necessary information on the issues being voted upon, or as is otherwise deemed by the Board to be necessary or appropriate for the fair and reasonable conduct of a vote or election, or to the extent necessary to comply with duties of the Association imposed by law. Specifically excluded is the expenditure of Association funds for the purposes of expressly advocating approval, election, or defeat of any candidate.

ARTICLE 5 USE OF COMMON AREA MEETING SPACE

5.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to common area meeting space (if any) upon request, at no cost, for purposes reasonably related to their campaigns. This requirement that is imposed by Statute, shall not be interpreted as obligating the Association to provide access to such meeting spaces at times when the space is normally and customarily utilized for other Association or community purposes. In other words, the Association retains its authority and responsibility to ensure that the Common Facilities are managed, operated, and accessed for the common benefit and enjoyment of all Association members.

5.2 Access to Common Area Meeting Space – Other Matters. Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space (if any) upon request, at no cost, for

purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

5.3 All Access. Any use of the common area facilities for the purposes described above shall be regulated by any existing rules and regulations for such use. The Board, in its sole discretion, may reasonably limit a candidate's or Member's access to common area facilities in order to facilitate equal access for other candidates and Members, and so as not to unreasonably interfere with other Members' rights to use such facilities.

ARTICLE 6 INSPECTOR OF ELECTIONS

6.1 Appointment of Inspector of Elections. Whenever there is a membership vote or election, the Board shall appoint in accordance with Civil Code §5110, one (1) or three (3) Inspectors of Elections, hereinafter individually or collectively referred to as the "Inspector of Elections," whose powers and duties shall be as set forth in Civil Code section 5100 et seq. The Board shall have the power to remove an Inspector of Elections who ceases to meet the required qualifications, is unable or unwilling to perform their duties, or for other good reason, and to appoint a new Inspector of Elections in their place. The duly appointed inspector of elections, shall have the full powers of an inspector of elections appointed by the Board under Corporations Code §7614 and shall perform his or her duties impartially, in good faith to the best of his or her ability, and as expeditiously as is practical. Any report made by the inspector of elections is prima facie evidence of the facts stated in the report. In other word, the determinations made by the inspector of elections are final unless challenged and proved to be in error.

6.2 Qualification of Inspector of Elections. The Inspector of Elections may be any persons the Board reasonably believes to be an independent third party with respect to the matter or matters being voted on but may not be (i) a member of the Board or a candidate for election to the Board or be related to a current member of the Board or a candidate for election to the Board or (ii) a Member of the Association, or the Association's manager, accountant, legal counsel, or any other person, business entity, or subdivision of a business entity that is employed by or under contract with the Association to provide compensable services to it at and/or after commencement of the election process other than serving as Inspector of Elections.

6.3 Payment to Inspector of Elections. The Board may authorize payment of Association funds to any third party appointed to serve as Inspector of Elections.

6.4 Duties of the Inspector of Elections. The Inspector of Elections shall be responsible to perform all of the following:

(a) Deliver (or cause to be delivered) to each member, at least 30 days before the election, the ballot(s) and a copy of the Association's election rules/procedures (Rules). The Rules may be delivered by posting on an internet website, so long as the website address is noted on the ballot with the statement "*The rules governing this election may be found here.*" Alternatively, the election Rules may be provided to members by individual delivery (Civil Code §4040).

(b) Determine the number of memberships entitled to vote and the voting power of each.

(c) Determine the authenticity, validity, and effect of proxies, if any.

(d) Receive ballots. Sealed ballots must at all times be in the custody of the inspector of elections or at a location designated by the inspector until after the tabulation of the vote, at which time custody of the ballots shall be transferred to the Association.

(e) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

(f) Count and tabulate all votes.

(g) Determine when the polls close, consistent with the governing documents.

() Determine the tabulated results of the election.

() Perform any acts as may be proper to the conduct of the election with fairness, impartiality, in good faith, and to the best of the inspector's ability, and as expeditiously as is practical, in the manner that protects the interests of all members of the Association. If there are three (3) inspectors of elections, the decision or act of a majority of the inspectors shall be effective in all respects as the decision or act of all. Any report made by the inspector of elections is prima facie evidence of the facts stated in the report. Civil Code §5110(d).

6.4.1 Requirements for Counting and Tabulation of Ballots. The designated inspector of elections must count and tabulate the votes in public at a properly noticed open meeting of the Board or the Members. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the Association's management company, if any, shall open or otherwise review any ballot before the time and place at which the ballots are counted and tabulated. In the event that the tabulation of the ballots cannot be concluded before the designated time for adjournment of the annual membership meeting, the meeting shall be continued for such time as is required to complete the tabulation of ballots, and members shall be entitled to remain in attendance at the continued meeting to observe the tabulation.

6.4.2 Announcement of the Results of Election. The results of the election shall be promptly reported to the Board of the Association, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by Members of the Association. Within 15 days of the election, the Board shall give general notice (as specified in Civil Code §4045) to the Members of the tabulated results of the election.

6.4.3. Retention of the Ballots. The sealed ballots, signed voter envelopes, voter list, proxies, and the candidate registration list shall at all times remain in the custody of the inspector(s) of election or at a location designated by the inspector(s) for no less than 1 year after the date of the election. Civil Code §§5125(a), 5145. In the event of a recount or other challenge to the election process, the Association shall upon written request, make the ballots available for inspection and review by Association members, or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. The Association shall retain the association election materials for at least the current fiscal year and prior two (2) fiscal years. At the expiration of the retention period all association election materials may be destroyed in accordance with its document destruction policy.

6.5 Indemnification of Inspector of Elections; Liability Insurance. The Association may, at the Board's sole discretion, indemnify the Inspector of Elections to the fullest extent provided by law. The Association shall have the power to purchase and maintain insurance to protect it and/or the Inspector of Elections against any liability asserted against the Association and/or against the Inspector of Elections arising out of the Inspector of Elections' acts and/or omissions relating to any Association vote or election.

ARTICLE 7 AMENDMENTS

These Rules must be adopted (or amended) at least 90 days before an election. Civil Code §5105(h). Further, election rules are operating rules subject to a 28-day owner comment period. Civil Code §4360, unless the rules merely restate existing law.

I, _____, am the Secretary of the _____ ASSOCIATION, and certify that these Election Procedures and Rules were duly adopted by the Board of Directors of the Association and came into effect on the ____ day of _____, 2025.

By: _____
(Name) _____, Its Secretary

_____,
2025 Date

EXHIBIT “A”

Requirements for Election by Acclamation

For an association to have a board election by acclamation, it must comply with the following requirements under CC§5103:

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

(b) The association provided individual notice of the election and the procedure for nominating candidates as follows:

(1) Initial notice at least 90 days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code §5115. The initial notice shall include all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

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

(2) A reminder notice between 7 and 30 days before the deadline for submitting nominations provided for in subdivision (a) of Civil Code §5115. The reminder notice shall include all of the following:

(A) The number of board positions that will be filled at the election.

(B) The deadline for submitting nominations.

(C) The manner in which nominations can be submitted.

(D) A list of the names of all of the qualified candidates to fill the board positions as of the date of the reminder notice.

(E) A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting. This statement is not required if, at the time the reminder notice will be delivered, the number of qualified candidates already exceeds the number of board positions to be filled.

(c)

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

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

(A) The nominee is a qualified candidate for the board of directors.

(B) The nominee is not a qualified candidate for the board of directors, the basis for the disqualification, and the procedure, which shall comply with Article 2 (commencing with Civil Code §5900) of Chapter 10, by which the nominee may appeal the disqualification.

(3) The association may combine the written or electronic communication described in paragraphs (1) and (2) into a single written or electronic communication if the nominee and the nominator are the same person.

(d)

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

(2) Notwithstanding paragraph (1), an association may disqualify a nominee if the person has served the maximum number of terms or sequential terms allowed by the association.

(3) If an association disqualifies a nominee pursuant to this subdivision, an association in its election rules shall also require a director to comply with the same requirements.

(e) The association board votes to consider the qualified candidates elected by acclamation at a meeting pursuant to Article 2 (commencing with Civil Code §4900) for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.