

COMMUNITY HANDBOOK

SYCAMORE
SQUARE II

Managed by:
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Table of Contents

| | |
|---------------------|----------|
| Welcome Letter..... | Page 1 |
| Introduction..... | Page 2 |
| FAQ's..... | Page 3-6 |

Rules and Regulations

| | |
|---|------------|
| Assessment Payment Information..... | Page 6 |
| Unit Use and General Conduct..... | Page 7-8 |
| Signs and Flagpoles..... | Page 8 |
| Animals..... | Page 8 |
| Maintenance & Installations..... | Page 8-10 |
| Trash Disposal..... | Page 10 |
| Holiday Decorations..... | Page 10 |
| Parking and Vehicle Guidelines..... | Page 10-11 |
| Satellite Dish Installation Policy..... | Page 11 |

Architectural Rules, Guidelines and Procedures

| | |
|-------------------------------------|------------|
| General Guidelines..... | Page 12 |
| Solar Energy Systems..... | Page 12-16 |
| Plan Submittal and Time Frames..... | Page 16-17 |
| Fees and Deposits..... | Page 17 |
| Contractor/Work Guidelines..... | Page 17-18 |

Additional Policies

| | |
|---|------------|
| Rules Violation, Hearing Procedures, Fine Policy..... | Page 19-20 |
| Reporting Violations..... | Page 20 |
| Neighbor Reported Violation Enforcement Policy..... | Page 21 |
| ADR/IDR Policy..... | Page 22-24 |
| Policy Statement of Open Forum and Board Meeting Conduct..... | Page 25 |
| Association Collection Policy..... | Page 26-27 |
| Election Rules..... | Page 28-32 |

Forms

| | |
|--|------------|
| Homeowner Information Form..... | Page 33 |
| Architectural Request Form..... | Page 35 |
| Notice of Satellite Dish Installation..... | Page 37 |
| Solar Energy System Installation Request..... | Page 39-40 |
| Action by the Association for Installation of Solar Energy System..... | Page 42-43 |
| Violation Reporting Form..... | Page 45 |

Sycamore Square II Community Association

Dear Homeowners:

Welcome to Sycamore Square II Community Association. We are thrilled you have chosen Sycamore Square II Community Association as your new home. Sycamore Square II Community Association is not merely a collection of homes sharing common property, but rather a collection of homeowners that share common values and a certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as **Covenants, Conditions, and Restrictions (CC&Rs or Declaration), the Bylaws, Articles of Incorporation, Association Rules and Architectural Guidelines** act as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements.

Please take a moment to familiarize yourself with the governing documents that were provided to you when you purchased your new home. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

Again, welcome to the Neighborhood!

Sincerely,

Sycamore Square II Community Association

Sycamore Square II Community Association

Community Rules

Introduction

Sycamore Square II Community Association is a community where the welfare of one resident is closely related to the welfare of all. A deep sense of pride is being developed; pride in your new home and pride in working together as a community. There is an awareness that Rules and Regulations are for mutual good.

All rules contained in this booklet or by reference are binding upon all owners, tenants, lessees, and other residents as applicable. They are also binding on guests of owners and other residents. Please keep in mind that you are also subject to all the governing documents, including CC&R's and Bylaws Sycamore Square II Community Association.

It is the owners' responsibility to inform their tenants, guests and invitees of these rules and regulations. Violations of these rules and regulations by tenants, guests or invitees will ultimately be assessed against the owner of the unit. Owners should ensure a copy of this booklet is given to all tenants.

These Community Rules are not intended to replace the Declaration of Covenants, Conditions and Restrictions of Sycamore Square II Community Association. The CC&Rs will take precedence in the event of any real or apparent contradiction between this document and the CC&Rs. There may be some items in the CC&R's that are not reflected in this document.

All applicable references to the CC&R's are identified by the section number. Any policies adopted by the Board are indicated with the date of adoption.

Frequently Asked Questions

The following are provided as a summary for quick reference but should not be considered the legal definitions. Please refer to the CC&R's, Bylaws, Articles of Incorporation and Rules and Regulations for complete information.

1. What utilities am I responsible for?

Each unit owner will be responsible for setting up and paying for their own unit's electricity, gas, trash service, phone, television, and internet. Your water service will be automatically setup for you, and you will be billed for it separately. Please see information on satellite dishes in this handbook.

2. What do I own and what am I responsible for?

Each owner owns a Condominium Unit in the community. The Condominium Unit is more precisely described on the Condo Plan, but in general, the Owner is responsible for all maintenance of the elements of the interior of the Unit from the unfinished surfaces of the perimeter walls, floors and ceilings. Owner is responsible for any cleaning, repair and replacement of any door, except for the exterior surface of the front door, and is responsible for the garage door opener, and all windows including locks and handles on any windows. Each Owner is also responsible for the heating and air system and hot water heater, all appliances and fixtures. Each Owner is responsible for the replacement of any light bulbs for exterior lights on a Units private patio or that is controlled by a switch located within the Unit, but the HOA will be responsible for the fixtures for any light that is operated on a photo cell. Each Owner is responsible for the maintenance of the surfaces on your patio and the repair or replacement of the hardscape on the patio. All pipes, utilities and wires servicing your individual Residence is your responsibility no matter where located. The Owner is responsible for the fire sprinkler system for the Unit including the heads in the Unit. Each Owner is responsible for repair and maintenance and replacement of their individual mailbox, lock and key. This should not be considered the full list of obligations. Please see Exhibit B, of the CC&R's, for more information.

3. What items are the responsibilities of the Association?

Association Property or Common Area is maintained by the Association and includes the exterior and structural elements of the buildings including the roof, slabs, foundations, private streets including sidewalks and driveway approaches, common area lighting, storm drain system, private sewer lines serving more than one Unit, benches, raised planter beds, the repair and maintenance of certain walls and fences, and just the repair and replacement of fencing and walls that are between a Unit and Common Area, Common Area landscaping. The Association is responsible for the mailbox clusters except the individual doors and locks.

4. What is an "Authorized Vehicle"?

An Authorized Vehicle is defined as a standard passenger vehicle including automobiles, passenger vans designed to accommodate 10 or fewer people, motorcycles (as long as they are operated at levels not exceeding 45 decibels), and pick-up trucks having a manufacturer's rating or payload capacity of 1 ton or less. If a vehicle fits this description but is used for both personal and business, it is considered an Authorized Vehicle as long as any commercial signage on the vehicle is limited in size and location on the vehicle and is unobtrusive and inoffensive. The Board has the right to determine if the signage on the vehicle qualifies it as a Prohibited Vehicle. The Rules in the Parking Section of this document will advise where Authorized Vehicles may be parked within the Properties.

5. What is considered a "Prohibited Vehicle"?

A Prohibited Vehicle is defined as an RV, trailer, camper vans, boats, and other recreational type vehicles, commercial type vehicles such as stakebed trucks or vehicles with equipment or commercial signage visible, tank or dump trucks, limousines, etc; buses or vans designed to accommodate for more

than ten (10) people; vehicles having more than 2 axles, parts of vehicles or trailers; or any vehicle deemed a nuisance by the Board. Prohibited Vehicles may not be parked anywhere in the Properties except for brief periods of loading and unloading. See the Parking Section for further details.

6. What are Covenants, Conditions and Restrictions (CC&Rs)?

The Declaration of the Covenants, Conditions and Restrictions, or CC&Rs, contains the ground rules for the operation of the association. This governing document identifies the association's common area and responsibilities, explains the obligation of the association to collect assessments, as well as the obligation of the owners to pay assessments. It also states that the association may sue owners for violations of the rules or failure to pay assessments, and explains what happens if there is any destruction of property in the development as a result of fire or earthquake. Usually, the CC&Rs will also state the duties and obligations of the association to its members, insurance requirements, and Architectural control issues. The Community Handbook contains some of the provisions of the CC&Rs, but not all.

7. What are Bylaws?

As stated above, the CC&Rs generally state how an association is to be operated. In almost every instance the association, through its board of directors, has the ultimate responsibility for managing the association. Sycamore Square II Community Association is a corporation; therefore, Bylaws establish the rules by which the corporation will be run. Bylaws usually set forth how members vote for the board of directors, the number and term limit of members of the board of directors, the duties of the board, the duties of the officers, and other incidental provisions.

8. What is the board of directors and how are its members elected?

The board of directors governs the association. Its members are elected in accordance with the terms mandated in the governing documents of the association. The governing documents also determine the number of directors. Directors are elected by the members of the association (homeowners). Normally, each unit has one vote no matter how many people own it, with the notable exception that the subdivider may, for a time, have up to three votes for each unit he/she owns. Sycamore Square II Community Association will be governed by 3 directors.

9. How can you serve on the association's Board of Directors?

There are two ways to become a member of the board of directors. You can place your name on the election ballot so other members of the association will have an opportunity to vote for you in the next election or you can ask the board of directors to consider appointing you to any interim vacancy on the board. Look for information sent to you by Sycamore Square II Community Association with information on how to nominate yourself for upcoming Board elections.

10. What are the responsibilities of the board of directors?

The board is responsible to operate the association. Board members must act in good faith on behalf of all the homeowners and exercise reasonable care. The board has the responsibility to collect the association's assessments, pay its bills, operate the association efficiently, and address violations of the rules of the association. For example, the board is responsible for reviewing the association's bank statements, preparing a budget, and distributing the budget (or budget summary) to the members prior to the beginning of the association's fiscal year. The board must also prepare a fiscal year-end financial statement for distribution to the members.

There are numerous other things for which the board is responsible, as set forth in the association's CC&Rs, Bylaws, the Corporations Code and the Davis-Stirling Common Interest Development Act (California Civil Code Sections 4000 through 6150). Even if the board of directors opts to contract with

a professional management company to run the day-to-day affairs of the association, the board of directors is still ultimately responsible for management of the association.

11. How is the amount of the monthly assessment determined?

When the budget is prepared, the amounts necessary for the daily operation and long-term reserves for maintenance and replacement are determined based on the level of service for which the association is both required and willing to pay. For example, sometimes there are specific items defined in the CC&Rs that require a certain level of maintenance by the association. Once the annual amount is determined, then it must be collected from the members in order for the association to operate. Each member's assessment is usually collected monthly, in 12 equal installments, but could be collected at different intervals. The CC&Rs will normally indicate the frequency of assessment collections. Initially the community will be using budgets reviewed and approved by the Department of Real Estate which sets the expenses and assessments for each phase until the Community is complete.

12. Who can raise the amount of the assessment?

The board of directors can increase the amount of the assessment by following certain procedures mandated by California Civil Code. Even if the governing documents are more restrictive, the board of directors may not increase the regular assessment more than 20 percent per year, without the approval of the owners. The board must circulate a budget to the membership no less than 30 days but no more than 90 days prior to the beginning of the fiscal year. If the budget indicates that an assessment increase greater than 20 percent is necessary, a majority of the members of the association must approve the assessment. There are also provisions for a board to increase an assessment more than 20 percent without member approval in cases of emergency such as an extraordinary expense required by order of a court, or for repairs to the common area. Until Sycamore Square II Community Association is complete, your assessment may fluctuate as a function of the approved Department of Real Estate budgets for each phase.

13. What happens if you do not pay your assessments?

The law is specific in California regarding the due date of assessments and the overall process that an association must follow regarding delinquent assessments. The law states that if an assessment is not paid within 15 days of the due date, a delinquency occurs. At this point, the association can add a charge to your assessment in the form of a late fee in the amount of \$10.00 or ten percent of the monthly assessment amount, whichever is greater, unless the CC&Rs specify a lesser amount. Again, the law covering this area is quite clear and the board must follow these procedures.

Once a year, the association will send each owner a copy of the assessment collection policy, which will tell you the amount of the late fee. If your assessment becomes over 30 days delinquent the association has the right to assess interest up to 12 percent per year on the balance which is owed and unpaid.

If you still fail to pay your assessments, the matter may be referred to an attorney or foreclosure service. The association has the right to lien your property for the amounts owed as well as other costs such as attorney's fees.

Ultimately, the association can foreclose and take your property for your failure to pay assessments. A personal judgment may also be entered against you.

As you can see, it is imperative that all owners pay their assessments in a timely manner. Failure by several owners to pay their assessment obligation could place the association in financial jeopardy.

14. Can you make improvements to your home?

The ability to make changes to the exterior of your Unit is very limited and is based on the Rules contained here and in the CC&R's. You can make limited interior changes that are not visible from the exterior as long as they do not have any effect on noise transmission without submitting for approval.

But things such as modifying shared walls must get approval. Any Improvement you want to add to your residence or the patio such as lighting, decorations, patio covers, or landscaping must be approved in advance by the Design Review Committee.

15. **Who do you contact if you are having problems with or questions regarding the home interior? The association common area? Neighbors? Paying assessments?**

The first place to look for answers to your questions is the CC&Rs or this Community Handbook. Then you should speak to Meridian Property Group, they may be able to provide assistance. Questions or concerns with the interior of your home should be reported directly to the Customer Service Representative for your builder. The association's corporation property is managed by the association, so the appropriate contact is the management company. When there is a dispute between neighbors, sometimes it is best resolved between those owners. Where a dispute involves payment of assessments or an infraction of the association rules or CC&Rs, it would be appropriate to contact the board of directors and/or the management company.

16. **What is a management company and what does it do?**

A management company is a separate business enterprise usually hired to act as the agent of the association. As an agent for the association, they take their direction specifically from the association's board of directors. Typical contractual responsibilities of the managing agent include a variety of services to the association, such as collecting assessments, paying the association's bills, taking direction from the board of directors for enforcement of rules infractions, and obtaining various vendors to perform services. Other possibilities for management company duties include assisting with the budget process; preparing meeting agendas and minutes for the board of directors; or serving as a neutral third party to help solve problems that can occur in CIDs. Additionally, the managing company may advise the board of directors on how to comply with relevant California Civil Code requirements and assist with appropriate and timely compliance.

Assessment Payment Information

You should be receiving a welcome packet from the Association within a month of your close of escrow. This will have information regarding where to submit payments. You should be receiving your monthly statements at the end of each month for the following month. You are responsible to pay the monthly assessments regardless of receiving a statement or not. Payments can be remitted to Sycamore Square II Community Association, P.O. Box 548, Rancho Cucamonga, CA 91729-0548.

Rules and Regulations

Unit Use and General Conduct

1. All Units shall be used for residential purposes and no Owner may conduct business activities from a Unit except as allowed by the following restrictions:
 - a. The business is operated solely within the Unit;
 - b. The business is limited to arts and crafts, the rendition of professional services or other similar activities or as a home health of family home child care services provided the service is properly licensed and insured;
 - c. The business is not involved with manufacturing, vending, storage or industrial operations;
 - d. The business is operated by the Resident whose primary residence is the Unit;
 - e. There is no external evidence of such activity including signage;
 - f. Such activities are conducted in conformance with all applicable government ordinances and all required permits and licenses are obtained;
 - g. The existence or operation is not detectable by sight, sound or smell from outside the boundaries of the Unit;
 - h. Such activity does not increase the liability or casualty insurance obligation or premium of the Association;
 - i. Such activities are consistent with the character of the Community and conform with the provisions of this Declaration;
 - j. There are no customers or clientele that visit the property or other vehicles or deliveries or park in any guest parking spaces within the community.
2. Owners are entitled to rent out the Unit in its entirety provided that all rules under Article 3.01 of the CC&R's are followed. Owners are prohibited from leasing a Unit for a term of thirty (30) days or less. Short term vacation and transient rentals, such as, but not limited to those arranged through Airbnb, VRBO, HomeAway, or other short term rental services are expressly prohibited.
3. Any Owner leasing out the Unit must provide the Association with the names and telephone numbers for all Occupants.
4. All Owners are responsible for the actions of their tenants and/or guest.
5. Nothing shall be done or kept within any Unit or on the Properties that might increase the rate of the Association's insurance or that violates any local or state law.
6. No nuisance activities including offensive or disruptive actions or noise shall be carried on in or upon any Unit or Common Area. All music must be kept at a reasonable level so as not to interfere with other Owners' enjoyment of their Units. Any activity conducted anywhere within the property, whether on the interior or exterior of a condominium, that violates any law or city ordinances is strictly prohibited.
7. Quiet hours within the community shall be between 10:00 P.M and 8:00 A.M.
8. No Owner shall install or operate anything such as fixtures or equipment which will cause unreasonable vibrations, noise or annoyance to other Owners.

9. Private BBQs must be propane, electric or gas only, no wood or charcoal burning, and must be maintained in a neat, safe, clean and attractive manner and only operated in the Owner's first floor patio.
10. When actively in use, private BBQ's must be moved away from the structure, wall or fence at least 3 feet.
11. There shall be no use of a bounce house or other play equipment in any of the common areas.
12. There shall be no smoking or vaping of any kind in the common areas. Any smoking or vaping of any kind from the interior or exterior of the unit may not interfere with the reasonable enjoyment of any neighbors within the community.

Signs and Flagpoles

13. There shall be no sign, flag, banner, flagpole or similar installed in any area of the Property or attached to the building in any way.
14. No commercial signs may be displayed in any portion of the Property by an Owner, or any portion of any Unit, without prior permission of the Board of Directors.
15. Signs advertising an Owner's Unit for sale or lease may be displayed under the following conditions:
 - a. One (1) sign no larger than 18 inches by 30 inches and that is located solely in an Owner's Separate Interest, meaning it can only be displayed from the window of the Residence.

Animals

16. Owners shall have no more than two (2) dogs and/or cats within the Unit or Property. Domestic reptiles, birds, rodents and fish are permitted, so as long as such animals are kept in the interior of the Unit at all times.
17. No animals shall be kept, bred or maintained for any commercial purpose.
18. There shall be no animals allowed to be maintained, at any time, within the common area of the Community.
19. Animals that are determined by the Board to be a threat to the safety of the members of the Community or deemed a nuisance by excessive barking (chronic, daily barking over an extended period of time) to other owners are not allowed within the Community at any time and the Board has the right to prohibit the keeping of such animal.
20. Each owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal in any Common Area or Unit.
21. Animals shall not be left unattended in any outside area, including the patio if the Owner is not home.
22. Whenever outside of a residence, the pet must be on a leash being held by a person capable of controlling the animal.

23. Every person bringing an animal upon or keeping an animal in the Community shall be liable to each and all persons for any injury or damage to persons or property caused by such animal.

Maintenance & Installations

24. Sports equipment such as basketball hoops, goals or similar may not be attached to any building or used in any portion of the Common Areas. (
25. Each Owner must keep the patio area in a neat, clean and attractive condition.
26. No Owner shall allow any excess water to drain out of planters or pots on any patio.
27. If any maintenance or repairs are required due to the willful or negligent acts or omissions to the maintenance requirements for any portion of the Unit or Common Area including the patio areas, the Owner shall be held responsible for the costs.
28. Owners shall keep all sources of direct heat away from fire sprinklers and shall not modify, alter or damage the sprinklers.
29. Water beds and large aquariums (30 gallons or more) are not allowed in any Unit.
30. Owners may only have customary outdoor furniture in the front patio areas. All outdoor furniture must have protective leg caps or pads to prevent damage to any flooring surface. Outdoor furniture sets shall be limited to two (2) chairs and one (1) table and must be able to reasonably fit within the designated front patio spaces for the condominium unit. Furniture in the enclosed courtyard space between the home and garage do not need to follow these guidelines.
31. Any potted plants placed on a patio or balcony must have sufficiently large receptacles placed under the pot to contain all drainage from the plants and there must not be allowed to collect any sort of moisture between the receptacles and the flooring.
32. Each Owner is liable to the Association for any damage done by a negligent act or failure to act, to other Units, Association Property or the Common Area, including any deductible amounts under the insurance policy if the Association files a claim.
33. No Owner may alter or construct anything in the areas that the Association maintains including the common area landscape, exterior of any building, etc.
34. Owners shall not turn off or alter the lights on the exterior of the building that are controlled by a photo cell.
35. There shall be no interference with the originally installed drainage patterns on the property unless approved by the Design Review Committee.
36. Owners must keep drains and any drainage facility located in their Exclusive Use Area clear of debris and shall regularly check and if necessary clean out the drains.

37. All window coverings, including temporary, shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the building. Window coverings and door screens may not be attached to the exterior of the building without approval.
38. Owners may have temporary window coverings for no more than 90 days after close of escrow.
39. Under no circumstances, are the following materials allowed for window coverings at any time: aluminum foil, newspaper, plywood or reflective tint.
40. No Owner shall be allowed to install, place, keep or store any items including, but not limited too; storage units, boxes, refuse, recyclable materials, woodpiles, personal effects, shoes, clotheslines, clothes drying racks or other equipment, bicycles or any toys or equipment including scooters, slides, playhouses, tricycles, wagons, strollers, and skateboards in any area, including the area near the front door, patio areas, other than an enclosed garage or within the enclosed courtyard area between the home and the garage. No Owner shall allow any items to be hung over the walls of the enclosed courtyard area between the home and the garage.
41. No Owner may allow any debris or excess water to enter into the storm drain system and nothing other than natural rain water may be discharged into the storm drain system.
42. Owners are responsible for any water damage and mold damage to any Units or Common Area/Association Property if the damage is the result of any water intrusion from areas that the Owner is responsible for such as from plumbing or plumbing related fixture that the Owner is responsible for maintaining and directly services their unit including but not limited to any water hoses, valves, drains, pipes, etc.
43. Owners are responsible for removing blockages from all drains and sewer lines serving the Unit through laterals out to the main line.
44. In the event damage covered by the Association's insurance is caused by an item that the Owner is responsible for, Owner shall be responsible for any deductible of the Association's insurance.

Trash Disposal

45. Trash and recyclables must be stored in sanitary containers inside the garage and nowhere else in the community except on the scheduled day for trash pick-up.
46. The only trash receptacles allowed to be placed outside of the garage and in the common area during the allowed time frame are the cans assigned and distributed from the local trash company that services the area. Owners must follow the direction of the local trash company for the designated location where they will pick the cans up.
47. All trash receptacles MUST be labeled/marked with the numerical portion of the units address in a way that is easily visible. Any unmarked trash receptacles are subject to immediate removal from the property without notice.
48. Trash and recycle containers shall be put out for collection no earlier than 6pm the night before collection and must be removed from view no later than 10pm the day of collection.

49. There shall be no disposal of large household items anywhere on the property. Owners must make independent arrangements to dispose of such items off of the Properties.

Holiday Decorations Guidelines:

50. Holiday decorations are only permitted on your Unit or visible from your Unit but shall not be attached to any portion of the exterior of the building or patio walls or railings, except for lights and decorations which may be placed on holiday light hooks mounted to the fencing/railing in the patio or balcony area but not penetrating any surface.
51. All decorations are permitted up to 30 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 10 of each year or within 2 weeks after the end of the holiday date, whichever is sooner.

Parking and Vehicle Guidelines:

52. All vehicles owned or operated by or within the control of an Owner or a resident and kept within the Property must be parked in the assigned garage first, before utilizing open parking for additional vehicles.
53. Each unit is assigned one (1) "parking placard". Any vehicles parked in the common area driveway open parking MUST have an assigned placard displayed. Any vehicles parked in the common area driveway parking without the proper placard displayed, is subject to an immediate tow without warning at the owners' expense.
54. The common area driveway parking is on a first come, first serve basis with the exception of one (1) space that is clearly marked as reserved, that is intended for use only by a specific lot owner and/or their tenants/guest.
55. At no time may any vehicle be parked behind a garage.
56. No repair, maintenance, washing or restoration of any vehicle may be conducted on the Property.
57. Vehicles parked in violation of any Rules and Regulations or Declaration, posted notices, in a fire lane, against a red curb, blocking ingress or egress to the Community, on or over a red line or white line parallel to the brick wall intended to mark designated parking area, in a designated handicap space without proper identification per CA law, or in front of a fire hydrant are subject to immediate towing without notice at the Owner's expense.
58. Garages shall be kept in a condition that allows the parking of as many vehicles as its intended design.
59. Garage doors shall remain closed at all times, except as reasonably required for entry and exit from the garage and Owners shall ensure that the garage door opener is in proper working condition.
60. Each owner is responsible for advising the owner's family, tenants, and guests of the parking regulations.

61. Any vehicles parked within the association must have current registration and insurance that is required per California law and must be operable and not in a condition considered “abandoned” or “non-operable”. Vehicles may not stay in the same spot for more than 72 hours at a time

Satellite Installation Policy: (Refer to CC&R Section 3.08)

62. No Person may install any antenna or over the air receiving device anywhere on the property except for an “Authorized Antenna” in an authorized location described in these Rules.
63. An “Authorized Antenna” is defined as an antenna designed to receive direct broadcast satellite service, including direct to home satellite service, that is one meter or less in diameter, or an antenna designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one meter or less in diameter or diagonal measurement; an antenna designed to receive television broadcast signals, or an antenna used to receive and transmit fixed wireless signals. An Authorized Antenna may be installed subject to the following restrictions:
 - a) Device may **only** be installed in the designated location at the corner of the garage in the notch near the communication tie-in.
 - b) There shall be no holes drilled into the exterior of the structure puncturing the roof or the stucco.
64. If all guidelines are followed when installing an Authorized Antenna, Owner must submit the Notice of Satellite Dish Installation Form within 15 days of installation informing the Board of the installation in the designated area.
65. If you are unable to comply with the policy set forth, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.
66. Homeowners accept FULL LIABILITY AND RESPONSIBILITY for the installation of the device and wiring, and are responsible for the future maintenance and costs and expense related to the devices.
67. All devices which are no longer connected and not being used must be removed promptly.

Architectural Rules, Guidelines and Procedures

Please refer to the Declaration, Article 7 for the entire Section related to Architectural Approvals. Changes to the exterior of the buildings are extremely limited and mostly not allowed.

General Guidelines:

68. There shall be no structural alterations or other modifications or improvements added to the exterior of any Unit, including the patio and deck areas, unless a written approval from the Design Review Committee has been issued.
69. No additional exterior lighting may be added to the building or any Association area by an Owner.
70. Nothing shall be allowed to penetrate any exterior surface of the building including anything on the patio.

71. No Owner shall not make any alterations to the patio of their Unit, except adding customary outdoor furniture and potted plants. This includes adding anything that is visible from the common area, adding to the flooring surface, adding anything that transmits sound such as speakers or televisions, installing irrigation, or any other plumbing or making any holes or attaching anything to the exterior surface of the building.
72. Any potted plants placed on a patio must have sufficiently large receptacles placed under the pot to contain all drainage from the plants and there must not be allowed to collect any sort of moisture between the receptacles and the flooring.
73. Wind chimes are not permitted in any area of the Exterior areas.
74. No Owner may make any alteration that would diminish the effectiveness of the sound control engineering in the building including any changes to flooring that would create a noise nuisance to neighboring Units.
75. Window tinting is not permitted.

Solar Energy Systems:

Definitions. The following definitions shall apply to this **Section: Solar Energy Systems**

“Solar Use Area” means the area designated on the Association Property roofs of the Condominium Buildings where Owners can place Solar Energy Systems as designated on a Solar Site Survey. The Solar Use Areas are designated based on a solar survey that will determine an equitable allocation of the usable solar roof area for each Condominium Building. Any Owner wishing to submit an application for installing a Solar Energy System shall be required to submit a Solar Site Survey.

“Solar Energy System” means a photovoltaic solar electricity system, which may include, without limitation, modular solar energy panels or laminates, racking system rails, micro-inverters, trunk lines, array ground wires, ‘L’ brackets from standoff, junction boxes if attached to racking, meters, monitoring equipment and other equipment and appurtenances relating to solar electric power generation and delivery.

“Solar Owner” means any Owner with a Solar Use Area which is appurtenant to such Owner’s Condominium who elects to install a Solar Energy System within such Owner’s Solar Use Area pursuant to the requirements set forth herein.

76. **Solar Energy System Policy.** The Association desires to establish this policy regarding Solar Energy Systems to be installed by Owners on the common roofs of the Condominium Buildings that the Association owns and maintains. By establishing this policy, the Association desires to permit each Owner to enjoy the benefits of Solar Energy Systems for household purposes as provided in California Civil Code Sections 714, 714.1 and 4746 while at the same time, imposing reasonable restrictions on the installation of Solar Energy Systems on the common roofs of the Condominium Buildings. The purpose of this policy is: (a) to ensure that any Solar Energy Systems are installed on the common roofs in a safe and secure manner, (b) to provide for the maintenance, repair or replacement of roofs or other Condominium Building components, (c) to protect the value and functionality of the common roofs, (d) to ensure that each Owner has an equal opportunity to install a Solar Energy System, (e) to provide an equitable allocation of the roof area of a Condominium Building among Owners, (f) to require Owners and future Owners to be responsible for damage to the common roofs caused by Solar Energy Systems,

(g) to require Owners and future Owners to pay the costs for use, installation, operation, maintenance, repair, upgrading, removal, reinstallation and replacement (collectively, “Solar Work”) of their respective Solar Energy Systems, (h) to require Owners and future Owners to maintain a homeowner liability policy covering the Solar Energy Systems, (i) to provide the Association with a certificate of insurance for each Solar Energy System so long as the Solar Energy System remains the Condominium Building roof, (j) to protect the health and safety of the Owners, and (k) to minimize any interference with the activities of residents of any Condominium Building.

77. **Solar Survey and Solar Use Areas.** Each Owner shall be entitled to use the Solar Use Area located on the roof of such Owner’s Condominium Building for the installation, operation, maintenance, repair, upgrading, removal, reinstallation and replacement of a Solar Energy System to provide exclusive service to such Owner’s Residential Unit. Such Owner shall not install, maintain, repair, upgrade, remove, reinstall or replace the system without obtaining the prior written approval of the Board, or Design Review Committee, if appointed. Each Owner who elects to install, maintain, repair, upgrade, remove, reinstall or replace a Solar Energy System assumes all risks with respect to the Solar Energy System.
78. **Insufficient Usable Solar Roof Area.** If there is insufficient usable solar roof area on the Condominium Building in which Owner owns a Residential Unit for each Owner of a Residential Unit in the Condominium Building to install a Solar Energy System, then no Solar Use Areas shall be considered appurtenant to a particular Residential Unit and in such case, applications for installation of a Solar Energy System within the available the Solar Use Areas shall be on a first-come first-served basis and shall be subject to these Design Guidelines.
79. **Approved Solar Installer.** The Solar Work shall, unless otherwise approved by the Association, be restricted to contractors or Solar Energy System installers approved by the Association (“Approved Solar Installers”). Owner shall contact the Association to obtain the list of Approved Solar Installers prior to accessing the roof or performing any work on the Association-owned roof. The Association reserves the right to designate different or additional Approved Solar Installers.
80. **Compliance with City Requirements.** All Solar Energy Systems must be approved by the City and adhere to any and all of the City’s permitting requirements. The Solar Owner shall obtain all building permits and governmental approvals and provide copies thereof to the Association prior to commencing any Solar Work.
81. **Solar Energy System Approval Procedures.** Each Owner may use the Solar Use Area appurtenant to the Owner’s Residential Unit for a Solar Energy System that provides exclusive service to such Owner’s Residence, except in the instance of insufficient Solar Use Area as stated above. Any Owner who desires to install a Solar Energy System on the roof in his/her Solar Use Area must complete and submit the Solar Energy System Installation Request Form to the Design Review Committee. If the Design Review Committee approves the request, the Design Review Committee will provide the applicant with an Action by Association for Installation of Solar Energy System in the form attached to these Design Guidelines. As a condition of approval of a Solar Energy System, the applicant will be required to sign a recordable Agreement Regarding Real Property (Solar Energy System) (“Solar Agreement”), which will provide the terms and conditions upon which the applicant can install the Solar Energy System. The restrictions set forth in the Solar Agreement are intended to achieve the purposes set forth in Section 1.17.2 above. Copies of the Solar Energy System Installation Request Form, Action by Association for Installation of Solar Energy System form and the Agreement Regarding Real Property (Solar Energy System) are included in the Community Handbook.

82. **Guidelines.**
- (a) Solar collectors are to be placed flush with and in the same plane as the roof slope.
 - (b) Solar collectors should be hidden from view when possible.
 - (c) Solar collectors must be non-reflective in nature.
 - (d) The framing of any Solar Energy System shall match the color of the adjacent surface.
 - (e) The Solar Energy System shall not encroach upon any other Solar Use Areas or upon any other areas of the Condominium Building roof.
 - (f) Any penetration of roof water proofing membranes is prohibited unless every alternative to penetration significantly increases the costs or significantly decreases efficiency.
83. **Notification.** As required under California Civil Code Section 4746(a)(1), the applicant shall notify each Owner of a Residential Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System.
84. **Insurance.** As required under California Civil Code Section 4746(a)(2), the Solar Owner and each successive Solar Owner shall maintain a homeowner liability coverage policy at all times and shall provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter. Owner and the Approved Solar Installer shall comply with the insurance requirements set forth in the Solar Agreement.
85. **Inspection.** The Association has the right, but not the obligation, to inspect any Solar Work.
86. **Solar Energy System Maintenance and Inspection.** Any Solar Owner who has installed a Solar Energy System shall be responsible for any required maintenance of the Solar Energy System and appurtenances. The Association shall have the right, but not the obligation, to oversee any Solar Work to ensure that the roof and remaining portion of the Condominium Building is not damaged.
87. **Failure to Maintain Solar Energy System.** If the applicable Solar Owner fails to cause any maintenance or repairs to be completed within a reasonable period of time after the Board has provided written notice to the applicable Solar Owner and the Board determines that such repairs must be made to avoid damage to any other portion of the Condominiums within the applicable Condominium Building, the Board may, at its option, have such work completed and seek reimbursement from the defaulting Solar Owner through the levy of a Compliance Assessment as provided in Section 5.7 of the Declaration.
88. **Indemnification.** Each Solar Owner shall indemnify, protect, defend and hold the Association and all other Owners of Residential Units located within the Affected Building, and their respective successors and assigns, and its officers, directors, successors and assigns, the management company for the Association and the original developer of Community entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including without limitation, attorneys' fees and costs and costs of enforcing this indemnification (collectively, "Claims") arising from or attributable to any acts or omissions of Owner, the Approved Solar Installer or contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees,

subcontractors, or material suppliers arising out of or based upon (a) any Solar Work, (b) Owner's breach of the Agreement, (c) the conduct or actions of Owner within or outside the scope of the Agreement, (d) any negligent act or omission or willful misconduct of Owner, or (e) any injuries to property and/or to persons, including death. This indemnity does not include any Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other Owner.

89. **Roof Access.** The Association shall cooperate on providing access to the roof; however, the Association is not obligated to arrange roof access through any other Residential Units for the purpose of completing Solar Work.
90. **Roof Warranty.** Each Solar Owner shall be responsible for incremental repair or replacement costs incurred by the Association which result from voiding a roof warranty or other impacts to a roof warranty attributable to the Solar Owner's Solar Energy System.
91. **Load Considerations.** No Owner shall install a Solar Energy System that exceeds the load capacity or weight permitted for the Owner's Solar Use Area. A primary concern of the Association and other Owners is that the extra weight of multiple Solar Energy Systems could exceed the load capacity of the roof structure and cause collapse. Association is not responsible to provide the Owner with load capacity for any building.
92. **Damage to Other Solar Energy Systems.** The Association shall not be responsible for any damage to Solar Energy Systems caused by Approved Solar Installers or contractors or installing, operating, maintaining, repairing, upgrading, removing, reinstalling and replacing Solar Energy Systems on the roof of the Condominium Building.
93. **Additional Requirements.** Each Solar Owner and each successive Solar Owner shall be responsible for all of the following in accordance with California Civil Code Section 4746(b)(2):
 - (a) Costs for damage to the Association Property, Exclusive Use Easement Areas or Residential Units resulting from the Solar Work.
 - (b) Costs for any Solar Work and for restoration of the Condominium Building roof, and other Association Property, Exclusive Use Easement Areas or Residential Units after removal of the Solar Energy System.
 - (c) Disclosing to prospective buyers the existence of any Solar Energy System of the Solar Owner and the related responsibilities of the Solar Owner under the Governing Documents and the Solar Agreement.

Plan Submittal and Time Frames:

94. Owner requesting a modification shall submit to the ARC the provided Architectural Request Form in duplicate along with sufficient details of the plans and specifications showing the nature, kind, shape, height, width and location and that may include photos, drainage, dimensions, drawings, plot plans, list of materials, colors, etc., and any applicable fees.
95. The Committee must respond to the applicant within 45 days from submittal or the Owner may submit written notice to the Committee advising of the failure to act. The Committee has 15 days from the Owner's notice to respond or the application is deemed approved provided they are not in conflict with

any provisions of the Rules or Governing Documents. If denied, an applicant has 30 days to request a reconsideration by the board of directors and the Board shall have 30 days to make a final determination.

96. All approved applications are valid for 12 months. If work has not commenced within 12 months, the Owner must submit a new application for approval.
97. The Committee shall make a decision on a proposed change in good faith and based on existing Governing Documents and any Rules and Regulations and the following criteria:
 - The construction, alterations or additions contemplated and the locations indicated will not be detrimental to the appearance of the surrounding area
 - The appearance of any structure affected will be in harmony with surrounding structures
 - Whether the Improvements will impair the structural integrity of the Community
 - The upkeep and maintenance thereof will not become a burden on the Association
 - Whether the Improvements will adversely impact the drainage within the Community and other Units
 - The effect of location and use of Improvements on neighboring Units
 - Overall aesthetic beauty and conformity to the Community
 - A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900 of Division 3 of Title 2 of the Government Code.
 - A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.
 - If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 4920. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905.
98. The ARC may use an outside consultant for the review and comment of all plans.
99. Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, obtain City permits at Owner's sole cost and expense if required and with sufficient clarity and completeness to enable the Design Committee to make an informed decision on the request.
100. If plans are denied by the ARC or the ARC requests additional information in order to make a determination, plans may be resubmitted with the appropriate information, changes or modifications without the Owner having to pay additional fees if resubmittal is received within 30 days of the denial or request for more information. The time frame for the ARC to decide on a re-submittal is 30 days.
101. The Owner must submit a Notice of Completion within 15 days of completion of approved work.
102. The Owner may request a variance from the ARC when circumstances such as topography, natural obstructions, hardship or other considerations may require a deviation from the Design Guidelines. The variance must be signed by two officers of the Board.

Fees and Deposits:

103. The Board and ARC reserve the right to require deposits or additional fees for certain types of construction that the Board or Committee feels needs review by an outside consultant. Such fees or deposits, if requested, must be received from the Owner as part of the submission before the Committee will consider the application.

Contractor/Work Guidelines:

104. All contractors must adhere to the Association Rules and Architectural Guidelines including all parking rules.
105. All work must be performed during reasonable daylight hours, defined as no earlier than 8:00 am and no later than 7:00 pm Monday through Saturday.
106. Owners are responsible for ensuring that all sub contractors and workers are informed of the proper procedures.
107. Owners must only use licensed and insured contractors and must require that any worker performing work on their Unit must name Sycamore Square II Community Association as an additional insured on any liability policy. Evidence of such policy must be provided if requested by the Association.
108. When work is being performed in an individual's home by the Owner, contractor or by a tradesman, daily cleanup of any Common Property involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the Owner. **Nothing shall be allowed to empty into the storm drain system including paint, cement or other materials and steps shall be taken to divert and collect all additional debris or runoff.** If such cleanup is not performed as required and must be done by employees or contractors of the Association, the Owner will be assessed cleanup costs as determined by the Board of Directors.
109. Tools, equipment and materials may not be stored in the Common Area, nor shall any contractor park in the Common Area except for brief period of loading and unloading.

Sycamore Square II Community Association

RULES VIOLATION, HEARING PROCEDURE AND FINES

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the Owner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a “Notice of Hearing” is appropriate to send to the Owner as the second letter, instead of a “Final Notice”, when the violation is determined to be of a more serious nature or if the necessity for a timely resolution is present.
4. **Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation, which could result in disciplinary action against a Member.
 - a. *Notice of Hearing.* Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association’s records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
 - b. *Opportunity to Be Heard.* Members have the right to send a letter or appear in person to present evidence as to why they should not be disciplined. The hearing will be held in executive session.
 - c. *Rescheduled Meetings.* Upon timely, written request and for worthy cause, a violating party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - d. *Correction of Violation.* In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
 - e. *Notice of Decision.* Within fifteen (15) days of the Board’s decision, the Member will be given written notice of the decision.
 - f. *Conflicts of Interest.* If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
5. **Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below, as it deems appropriate to be effective. The selection of one remedy does not preclude the Association’s right to pursue others.
 - a. Monetary penalties
 - b. Suspend voting rights in the Association
 - c. Suspend use privileges for the Common Area (not exceeding 60 days or until any Assessment, Regular or Compliance is paid in full)

d. Commence legal action for damages, injunctive relief, or both

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

6. **Schedule of Penalties.** Unless indicated otherwise, monetary penalties for violation will be as follows:

First violation, warning or fine up to \$100.00

Second violation, same offense: \$200.00

Additional violations, same offense: up to \$500.00

Continuing violations: fines will accrue at a rate determined by the Board until the violation is cured.

Violation of Architectural Guidelines, first violation: up to \$500, with additional fines of up to \$500 every thirty (30) days until remedied.

Failure to correct a violation in response to a warning letter may result in a single fine or continuing fines, which may be imposed on a daily, weekly, or monthly basis as the Board determines to be appropriate to be effective. The imposition of such fines shall be subject to the notice and hearing procedures. The suspensions and sanctions may be imposed singly and/or in such combination as the Board determines to be appropriate to be effective. The Association has the right to pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. unauthorized Architectural improvements, recreational vehicle storage, parking in front of garage etc.) homeowners wishing to report a violation must do so in writing either by US Mail or email. A form has been provided for your convenience in this handbook.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine that it is not in the best interest of the Association to pursue enforcement. Please see the policy on Neighbor Reported Violations.

SYCAMORE SQUARE II COMMUNITY ASSOCIATION NEIGHBOR REPORTED VIOLATION ENFORCEMENT POLICY

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Sycamore Square II Community Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor Reported Violations".

A. DEFINITIONS

1. "Neighbor Reported Violation" shall mean a dispute or complaint(s) lodged by one Owner against another Owner which, in the Board's sole discretion, may or may not impact the Common Property (examples include, but are not limited to, nuisance, noise, animals). For noise complaints, please be prepared to provide evidence of the decibel levels for any complaint.
2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

B. POLICY TERMS

1. When a dispute or complaint is sent to the Board in writing regarding interpretation of rights under, or enforcement of, the Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a violation and whether the Association shall take any action. Any Owner claiming that an animal constitutes a nuisance must first direct the complaint to the City or County Animal Control Department and show the Board evidence of doing so. The Board shall determine whether a violation of the Declaration or Governing Documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures. The Board is under no obligation to use Association resources to take further action if the Board determines in its sole judgment that it is not in the Association's best interest and may notify the complaining owner(s) that they will be required to seek resolution individually.
2. If the Board finds that the complaint or dispute does not warrant Association enforcement, it shall notify the complaining party of its decision including the request that the Neighbors attempt resolution. This notice may include the names and addresses of both parties.
3. The parties shall be requested to use best efforts to resolve the issue or submit the dispute to either the applicable governmental agency or ADR. For ADR, this may be accomplished by complaining party serving the other (responding) party (ies) with a Request for Mediation in accordance with California Civil Code Section 5935 and the described for Dispute Resolution in the Governing Documents.

Discipline and Dispute Resolution Procedures of Sycamore Square II Community Association

In compliance with California Civil Code sections 5900 et seq and 5925 et seq, the Board of Directors has adopted the Dispute Resolution Procedure below. The following procedures are intended to help resolve disputes between homeowners and the association in a fair, reasonable, expeditious and cordial manner.

I.

Discipline Procedure (Monetary Penalties, Suspension of voting rights, etc.)

To enforce any alleged violation of the CC&Rs, Rules or other governing documents of the Association (except for the failure to pay assessments), the Board must give the owner written notice setting forth the nature of the alleged violation and the date, time and place of the Board hearing accordance with the Association's adopted Rules Violation, Hearing Procedure and Fines Procedure.

At any time, the owner or the Association may invoke the following dispute resolution process, which may or may not affect the above discipline procedures.

II.

Dispute Resolution Procedures

Please keep in mind that the following procedures do not replace the Alternative Dispute Resolution per Civil Code 5925. This law requires associations and owners to use mediation or arbitration under most circumstances before they are allowed to file a lawsuit. These procedures apply to a dispute between the association and a member involving their rights, duties, or liabilities under the Nonprofit Mutual Benefit Corporation, the CC&Rs or under the other governing documents of the association.

- A. Either party to a dispute, within the scope of the section listed above, 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 one or more members of the board to meet and confer.
 - (4) The parties shall meet within 30 days of receipt of the written request at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - (5) Only the member and the designated Board member(s) shall be allowed to meet or confer except that either party's legal counsel may attend provided notice of the legal counsel's attendance was provided to the other party no less than 5 days prior to the date of the meet and confer. If no notice was provided, either party has the right to reschedule the meet and confer to a future mutually convenient time and place within the following 30 days.
 - (6) The Association may involve a neutral third party of its choosing to mediate the dispute.
 - (7) 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. The written resolution shall state that the resolution is subject to ratification by the Board and is subject to review by the Association's legal counsel.

- B. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
 - (2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- C. A member of the association may not be charged a fee to participate in the process.

III.

Requirements Prior to Filing a Lawsuit

In accordance with Civil Code 5930, the following are the requirements an owner must follow, as applicable, prior to filing a lawsuit or other proceeding:

A. Definitions for terms used in this Section III.

(1) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial 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 non-binding, with the voluntary consent of the parties.

(2) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for: (a) enforcement of the Davis-Stirling Common Interest Development Act; (b) enforcement of the Nonprofit Mutual Benefit Corporation Law; (c) enforcement of the CC&Rs, rules and other governing documents of the Association.

B. Filing enforcement actions

(1) The Association or an owner may not file an enforcement action in the superior court unless the parties have endeavoured to submit their dispute to alternative dispute resolution as described below.

(2) 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 five thousand dollars (\$5,000).

(3) This section does not apply to a small claims action and assessment disputes.

C. Request for Resolution

(1) Any party to a dispute may initiate the process by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include: (a) a brief description of the dispute between the parties; (b) a request for alternative dispute resolution; (c) 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; (d) if the party on whom the request is served is the owner of a separate interest, a copy of sections 5925 through 5965 of the *Civil Code*.

(2) 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.

(3) 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.

D. Timeline for completion, Inadmissibility in Court, Costs

(1) 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.

(2) Evidence obtained through mediation shall be inadmissible in court

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

E. Tolling of statute of limitations

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation may be tolled during this process.

F. Certificates filed with initial pleading

(1) 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: (a) alternative dispute resolution has been completed in compliance with this article; (b) one of the other parties to the dispute did not accept the terms offered for alternative dispute resolution; (c) preliminary or temporary injunctive relief is necessary.

(2) 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 procedure would result in substantial prejudice to one of the parties.

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

G. Award of fees and costs

In an enforcement action in which fees and costs may be awarded pursuant to Civil Code Section 5975, 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.

ALTERNATIVE DISPUTE RESOLUTION

In accordance with California Civil Code, Section 5925 to 5965 et seq. as required, the following summary is provided:

Associations and their members are required to pursue Dispute Resolution prior to filing in civil court. Failure by any member of the association to comply with alternative dispute resolution requirements of Section 5930 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.

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

SYCAMORE SQUARE II COMMUNITY ASSOCIATION POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors encourages and welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code, we've set aside a period of time at each Board meeting called Open Forum or Homeowner Comments.

The Open Forum can be used to address topics on the agenda, or those which may become future agenda items.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items should be directed to Meridian Property Group by calling or writing (Open Forum is not the appropriate venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board Meeting is a meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting or being able to discuss the matter, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items or even discuss due to regulation in the Open Meeting Act.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing. Verbal requests will not be accepted.

SYCAMORE SQUARE II COMMUNITY ASSOCIATION

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

POLICY the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any recovery actions by the Association.

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

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

Partial Payments - If a partial payment is received which is less than the unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. The Board of Directors may meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a \$15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges - The bank charge (currently \$35.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank. This amount is subject to change at anytime based off the banks policies.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

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

SYCAMORE SQUARE II COMMUNITY ASSOCIATION
Policy and Procedures for Collection of Delinquent Assessments (con't)

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the delinquent assessment, whichever is greater, is charged to the delinquent homeowner's account.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged \$50.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$150.00 for the fees and costs associated with the preparation of the assessment lien and for recording services. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail. Additionally, the account will be charged with \$35.00 for the Release of Notice of Delinquent Assessment.

Pre-foreclosure:

Upon board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within 30 days the Association has the option to proceed with Non-Judicial Foreclosure. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

If not paid at the expiration of the 30 days, upon board approval the homeowner's account will be charged \$50.00 for the preparation and assignment of the account to the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve months' delinquent.

In lieu of proceeding with non-judicial foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Any legal fees incurred due to non-payment of any fees are the responsibility of the homeowner.

Address for The Association's address for overnight delivery shall be: Meridian Property Group
Overnight Delivery: 9469 Haven Avenue, Suite 200, Rancho Cucamonga, CA 91730

SYCAMORE SQUARE II COMMUNITY ASSOCIATION
ELECTION RULES AND PROCEDURES

1. **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Associations Code Section 7513, in which case the provisions of (A) Associations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Associations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq., and should be interpreted as such.
2. **Membership Voting:** Pursuant to the Association's governing documents, the Association has (2) classes of voting Membership. Class A voting Membership are all Owners, with the exception of Declarant. Class A Members are entitled to one (1) vote for each Condominium owned. When more than one (1) person owns a Condominium, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any Unit. Class B Members shall be Declarant who are entitled to three (3) votes for each Condominium owned by Declarant in a Phase for which Assessments have commenced.
3. **Record Dates:** The Record Date for those entitled to Notice of any meeting of the Corporation at which Members are required or permitted to take action such as casting secret ballot shall be the day the ballot is mailed to the membership which shall be in no case less than 30 days prior to the date of the meeting or any date 10-90 days before the meeting date as determined by the Board President. The Record Date for those entitled to vote shall be those Owners who were Owners of record as of the date the ballot is mailed to the membership which shall in no case be less than 30 days prior to the date of the meeting at which the ballots are counted or any date 10-60 days before the meeting as determined by the Board President.
4. **Candidate Qualifications:** The Association's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board of Directors shall consist of three (3) persons.

Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- a. The Candidate must be an Owner. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
- b. The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means no regular or special assessment is past due by more than fifteen (15) days, or such period of time as is specifically defined in the Association's collection policy;

- c. The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director;
 - d. The Candidate must have been a Member of the Association for at least one year prior to nomination, except for the first election; and
 - e. The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.
5. **Director Requirements:** To remain qualified to serve on the Board of Directors, an Owner who has been elected to the Board of Directors must:
- a. Be current in the payment of all regular and special assessments;
 - b. Comply with the governing documents and correct, within five (5) days after receipt of notice, any violation of the governing documents for which that Director has been determined to be responsible pursuant to applicable due process requirements; and
 - c. Not act in a manner determined by a majority vote of the Directors to be grossly detrimental to the general safety, health or welfare of the Association and its Members.
6. **Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves as a Candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials. If the number of candidates on the ballot is less than the number of openings on the Board, nominations may be made from the floor at the annual meeting.
7. **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.
- a. **Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.
 - b. **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than two hundred (200) words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

8. **Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night”, or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.
9. **Ballot Distribution:** A ballot shall be distributed to every Member reflected in the Association membership list on the date that ballots are distributed. Replacement ballots will be provided upon request to anyone who was a Member as of the date when ballots were distributed. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a ballot to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the ballot the corresponding internet website address together with, in at least twelve (12) point font, the phrase: “The rules governing this election may be found here:”.
10. **Proxies:** Every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. In order to be valid, proxies must satisfy the requirements of California Civil Code Section 5130. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irrevocable.
11. **Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director’s relations; or (4) a Candidate’s relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.

In the absence of a more specific determination by the Inspector(s) of Election, the Association’s management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

12. Meeting Conduct: Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.

SECRET BALLOT VOTING FOR CERTAIN MATTERS

1. Matters which Require Secret Ballot Voting: Voting on the following matters must be conducted by secret ballot:

- a. Elections and removal of directors;
- b. Votes on assessments as required by law or the governing documents;
- c. Votes on amending the governing documents of the association; and
- d. Votes on the possible grant of exclusive use of common area property to one or more owners.

2. Secret Ballot Procedures: Ballots and two preaddressed envelopes with instructions on how to return the ballot shall be mailed by first-class mail or delivered by the association to every member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or Residence, parcels, or Residence number on the ballot. The association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

- a. The ballot itself is not signed by the voter but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name and address, that entitles him or her to vote; and
- b. The second envelope is addressed to the Inspector or Inspectors of Election who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector or Inspectors of Election. The member may request a receipt for delivery.

3. Counting of Votes: All votes shall be counted and tabulated by the Inspector or Inspectors of Election in public at a properly noticed open meeting of the Board of Directors or members. Any candidate or other 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 Management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector or Inspectors of Election, or his or her designee, may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the Inspector(s) of Elections, it shall be irrevocable.

4. Reporting Election Results: The results of the election shall be promptly reported to the Board of Directors of the association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the association. Within fifteen (15) days of

the election, the Board shall publish the results of the election in a communication directed to all members.

5. **Custody of Ballots Before and After Election:** The sealed ballot at all times shall be in the custody of the Inspector or Inspectors of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Corp Code section 7527 for challenging the election has expired, at which time custody shall be transferred to the association. The Inspector(s) shall designate the location to be the offices of The Management Company or a storage facility chosen by The Management Company.
6. **Challenges to Votes and Recounts:** If there is a recount or other challenge to the election process, the Inspector or Inspectors of Election shall, upon written request, make the ballots available for inspection and review by an association member or his or her authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
7. **Storage of Ballots After Election:** After tabulation, election ballots shall be stored by the association in a secure place for no less than one (1) year after the date of the election.
8. **Cumulative Voting for Election of Directors:** Cumulative voting for the election of directors is authorized in any election, provided that a director candidate's name has been placed in nomination prior to the voting to elect directors and a notice is given, prior to such voting, of the owner's intention to cumulate votes. The distribution of the ballot announcing cumulate voting shall be considered notice. If any owner has given notice of its, his, her, or their intention to cumulate its, his, her or their votes, then all of the owners shall have the right to cumulate their votes for director candidates.

SYCAMORE SQUARE II COMMUNITY ASSOCIATION
HOMEOWNER AND TENANT INFORMATION

PLEASE RETURN TO MERIDIAN PROPERTY GROUP
P.O. BOX 548, RANCHO CUCAMONGA, CA 91729-0548
Samantha@city-commercial.com

OWNER INFORMATION

ADDRESS: _____

CLOSING DATE: _____

OWNER(S) NAME(S) ON TITLE: _____

OWNER(S) CONTACT NUMBER(S): _____

OWNER(S) EMAIL ADDRESS(ES): _____

OWNER MAILING ADDRESS: _____

EMERGENCY CONTACT: _____

TENANT INFORMATION (IF APPLICABLE)

NAMES OF ALL TENANTS: _____

TENANT(S) PHONE NUMBERS: _____

TENANT(S) EMAIL ADDRESS(S) _____

***** IT IS THE RESPONSIBILITY OF ALL HOMEOWNERS TO KEEP THIS SHEET UPDATED AND ACCURATE AT ALL TIMES. CHANGES MUST BE REPORTED WITHIN (5) DAYS OF THE CHANGE*****

SYCAMORE SQUARE II COMMUNITY ASSOCIATION

ARCHITECTURAL REQUEST FORM

PLEASE RETURN TO MERIDIAN PROPERTY GROUP
P.O. BOX 548, RANCHO CUCAMONGA, CA 91729-0548
SAMANTHA@CITY-COMMERCIAL.COM

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____ Business Phone: _____

I. Proposed Improvement Information

Describe the proposed improvement in detail: _____

II. Documents Required for Submittal

- Two (2) full sets of plans
- Two (2) sets of this application form
- Color, Size and Materials of Requested items
- Appropriate Fee – If applicable

Design Review Committee Use Only

- Approved Approved w/ Conditions Denied

Conditions of Approval/Reason for Denial:

Date: _____ Signature: _____

SYCAMORE SQUARE II COMMUNITY ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Name: _____ Date: _____

Address: _____ Unit: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

Satellite Dish Agreement:

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

The device was installed on _____ (Insert Install Date).

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature Date

Mail or E-mail to:

PLEASE RETURN TO MERIDIAN PROPERTY GROUP
P.O. BOX 548, RANCHO CUCAMONGA, CA 91729-0548
SAMANTHA@CITY-COMMERCIAL.COM

Board of Directors/Management Use Only

IN COMPLIANCE NOT IN COMPLIANCE

Corrections Required: _____

Signature: _____ Date: _____

**SYCAMORE SQUARE II COMMUNITY ASSOCIATION
SOLAR ENERGY SYSTEM INSTALLATION REQUEST FORM**

PLEASE RETURN TO MERIDIAN PROPERTY GROUP
P.O. BOX 548, RANCHO CUCAMONGA, CA 91729-0548
SAMANTHA@CITY-COMMERCIAL.COM

Applicant Name: _____ (“Applicant”) Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

The Applicant is requesting to install a Solar Energy System on the Association-owned roof of the Condominium Building in which the above-referenced Residence is located.

DESCRIPTION OF PROPOSED SOLAR ENERGY SYSTEM

Description of proposed Solar Energy System, including the type of system including a depiction or designation of the visual effect of the installation of the Solar Energy System:

Provide the name and contact information for the proposed solar installer, together with the license number for the installer of the Solar Energy System:

Describe the location for the installation of the Solar Energy System or provide a depiction:

Provide information regarding the weight of the Solar Energy System:

Time Period for Installation of the Solar Energy System:

A Solar Site Survey must accompany this application.

- I/We certify that I/we have reviewed the Declaration, Rules and Regulations and Design Guidelines prior to submitting this application, and that the proposed Solar Energy System complies with the requirements set forth in the Declaration, Rules and Regulations and Design Guidelines.
- I/We certify that as required under California Civil Code Section 4746(a)(1), I/we have notified each Owner of a Residential Unit in the Condominium Building on which the installation will be located of my/our application to install a Solar Energy System.

By signing this Request Form, I certify that I/we are the Owners of the Residential Unit described above and that the foregoing is a true representation and description of the Solar Energy System that Applicant plans to install.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

**SYCAMORE SQUARE II COMMUNITY ASSOCIATION
ACTION BY ASSOCIATION FOR INSTALLATION
OF SOLAR ENERGY SYSTEM**

To: _____

Applicant Name: _____ (“Applicant”) Date: _____

Property Address: _____ (“Residence”)

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Sycamore Square II Community Association (“**Association**”) has reviewed and approved the application by Applicant dated _____ and hereby grants permission to the Applicant listed above to install a solar energy system within the Owner’s Solar Use Area subject to compliance by Applicant with Declaration, Rules and Regulations, Design Guidelines and the terms and conditions set forth in the “Agreement Affecting Real Property (Solar Energy System)” attached hereto and incorporated herein (“**Solar Agreement**”). Since the application by Applicant is to install a solar energy system on the roof of a Condominium Building that includes multiple residences (“**Affected Building**”), the reasonable restrictions set forth in the Solar Agreement and the Governing Documents are intended to protect the value and functionality of the Association’s roof, to provide an equitable allocation of the usable solar roof area among all owners in the Affected Building and to safeguard the interests of the Association and the other Owners in the Affected Building.

By signing this Request Form, I certify that I/we are the Owners of the Residence described above and that I/we agree to be bound by all of the covenants and requirements set forth above.

Owner's Signature: _____ Date: _____

Print Name: _____

Owner's Signature: _____ Date: _____

Print Name: _____

Do not write below this line (For Board/Design Review Committee use only)

The Board/Design Review Committee has determined that the Solar Energy System Installation Request on the previous page and the attached plans and specifications are:

_____ Approved _____ Approved with Conditions _____ Disapproved

| | |
|--|--------------------------------------|
| | See notes on plans. |
| | Resubmit with more details for _____ |

| | |
|--|---|
| | Submit originally reviewed plans with revised drawings. |
| | Other Comments: |
| | |
| | |
| | |
| | |

Further Conditions (in addition to conditions set forth in the Agreement Affecting Real Property):

Board/Design Review Committee:

Date: _____ Initial: _____ Date: _____ Initial: _____ Date: _____ Initial: _____

Date: _____ Initial: _____ Date: _____ Initial: _____

SYCAMORE SQUARE II COMMUNITY ASSOCIATION

Violation Report Form

Mail or E-mail to:

MERIDIAN PROPERTY GROUP

P.O. BOX 548, RANCHO CUCAMONGA, CA 91729-0548

SAMANTHA@CITY-COMMERCIAL.COM

Your information (required in order to process form):

Your Name: _____

Address: _____ **Daytime Phone:** _____

Email Address: _____

Violation information

Please provide the name (if known) and address of the home where the violation is alleged to be taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate Units, within the community, may be required to initiate the Association's violation procedure.

1) Homeowner name: _____

Address: _____ **Phone:** _____

2) Homeowner name: _____

Address: _____ **Phone:** _____