

# **MARSDEN COMMUNITY ASSOCIATION COMMUNITY HANDBOOK**

# INTRODUCTION

Welcome to Marsden!

Marsden is a planned community containing single family residences. The Marsden Community Association (“Community Association”) created this Community Handbook. Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Marsden residents.

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of Marsden remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of Marsden (“Community Declaration”) and the Community Association’s Articles of Incorporation and Bylaws. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Property Management Company for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Property Management Company:

Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Office: (951) 244-0048  
Facsimile: (951) 244-0520  
Email: [Marsden@avalonweb.com](mailto:Marsden@avalonweb.com)  
Website: [www.Marsdenhoa.com](http://www.Marsdenhoa.com)

**If you want to make any modifications to Improvements within your Residential Lot a request must be submitted to the Management Company in writing for approval by the Design Review Committee. The procedures and guidelines for such modifications are located in the Design Guidelines section of this Community Handbook.**

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

## **Marsden Community Association**

The purpose of the Association is to operate, manage and maintain Marsden for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe in the Marsden Community.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of Marsden are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community Association Property (such as landscape, etc.); please contact the Property Management Company.

## **COMMUNICATION**

Marsden is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the project, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Community Association welcomes communication from its members. Please feel free to call or write to the Management Company, the Association's liaison, to discuss any questions or issues.

## **MAINTENANCE AND INSPECTION OBLIGATIONS**

Both Marsden Owners and the Association have maintenance and inspection obligations. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residences.

The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property.

## **SEVERABILITY**

If any of the provisions of this Community Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

**MARSDEN COMMUNITY ASSOCIATION**  
**COMMUNITY GUIDELINES**

# COMMUNITY GUIDELINES

## INTRODUCTION

The Community Guidelines established for Marsden are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Community Declaration. All Owners, residents and their guests are required to follow these Community Guidelines as a means of acting on behalf of the greater good of the project and its well being. The Community Board has adopted these Community Guidelines, set forth below, in addition to the provisions of the Community Declaration and the Community Bylaws. In the event of any conflict between these Community Guidelines and the Community Declaration or Community Bylaws, the provisions of the Community Declaration or Community Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Association Property include, but are not limited to, the private streets, parks, channel, landscaped areas, and recreational facilities.

## ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Community Guidelines or Design Guidelines, then a member may submit a Rules and Violation Report to the Property Management Company, describing the violation at hand, the Residential Lot number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please complete a Rules and Violation Report Form and submit it to the Property Management Company. A copy of a Rules and Violation Report can be found in the "Forms" section of this Community Handbook. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

## GENERAL RULES

It cannot be stressed enough that all Owners and residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you must observe at Marsden:

1. Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.
2. Basketball backboards or other sports apparatus are not permitted unless expressly approved by the Design Review Committee in writing. Portable sports apparatus are permitted provided they are removed from view when not in use. Portable sports apparatus may not be placed in the common area for any length of time.
3. No clothing or household fabrics shall be hung, aired or dried on any portion of the Residence or outside. Clotheslines are prohibited.
4. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices.
5. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.
6. Owners may not borrow or remove any equipment or property belonging to the Association.
7. Owner's shall complete the installation of landscaping on all portions of the yard not landscaped by the Developer in accordance with a plan approved by the Design Review Committee within six (6) months after the Close of Escrow.
8. The streets are owned and maintained by the City of Menifee, any complaints regarding items and/or vehicles on the street need to be directed to the City's Code Enforcement Department.

## **ANIMALS**

1. All owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Dogs may be allowed outdoors only within secured fenced yards or on a leash at all times.
3. Residents are responsible for any damage to the Association Property caused by their pets. Residents may be assessed and/or penalized by the Community Board.
4. Fecal waste deposits made by pets on any Association Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any resident not complying with this provision may be subject to special assessments. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, carpet, stained stucco, claw marks, etc.
5. Pets are not permitted to roam in the Association Property.
6. Animals may not be raised, bred or kept for any commercial purposes.
7. Any person bringing an animal upon or keeping an animal in the Community Association is liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
8. The Community Association, acting through the Community Board, may prohibit any animal that, in its opinion, constitutes a danger or nuisance to other Owners.
9. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

## **BUSINESS OR COMMERCIAL ACTIVITY**

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Residential Lot or the Association Property. This provision does not include construction of the Community Association by the developer or other authorized subcontractors; however, this provision is not meant to preclude an Owner from maintaining a home office and conducting business activities. The business or activity must be consistent with the specific plan requirements for the project (i.e., residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;
2. The activity or business is conducted in conformance with all applicable government ordinances;
3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the Community Association;
4. The patrons or clientele of such activities do not visit the Residence or park automobiles or other vehicles within the Community Association;
5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residence or Residential Lot;
6. The activity or business is consistent with the residential character of the Marsden Community and otherwise conforms to the Community Governing Documents.

## **HOLIDAY DECORATIONS**

1. Holiday decorations are permitted on your Residential Lot; however, decorations of any type are not permitted in the Association Property. Any decorations found in the Association Property will be removed at the Owner's expense.
2. 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 (weather permitting).
3. Owners should be considerate of neighbors when decorating for holidays.

## **MAINTENANCE BY OWNER**

The Owner of each Residential Lot shall maintain such Owner's Residential Lot, including the Improvements that are a part thereof, in a clean and attractive condition. The Owner of each Residential Lot shall:

1. Keep its Residential Lot free from rubbish, litter and noxious weeds,
2. Maintain, cultivate and keep in good condition and repair shrubs and trees, including, without limitation, grass, lawns, plantings and other landscaping, located or placed upon such Residential Lot.
3. Trim and restrain all trees, shrubs or plantings of any kind so that they shall not be allowed to overhang or otherwise encroach upon, above or below any sidewalk, street or neighboring Residence,
4. Maintain in good condition and repair and adequately painted or otherwise finished all Improvements that are a part of such Owner's Residential Lot, and
5. Maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter.

## **PARKING AND VEHICLE RESTRICTIONS**

1. Owners may not park, keep or store on any part of the Marsden Community, EXCEPT wholly in the garage or on a DRC approved side yard screened from view, any of the following Restricted Vehicles:
  - a. Buses or vans designed to accommodate more than ten (10) people,
  - b. Trailers; and
  - c. Motor homes and recreational vehicles (e.g., fifth-wheels, folding camping trailers, travel trailers, jet skis, boats, but not including van conversions and truck campers).
2. Garages shall be kept readily available for parking the number of Authorized Vehicles for which it was constructed.
3. Authorized Vehicles may be parked in the driveway provided the vehicle does not encroach onto the sidewalk or other public or private right of way.
4. Any vehicle parked improperly or illegally may be subject to tow away at the vehicle owner's expense. Parking in the fire lanes or "No Parking" zones is strictly prohibited and vehicles are subject to immediate tow at vehicle owner's expense.
5. Each Owner is responsible for advising the Owner's family, tenants, and guests of the parking regulations.

## RENTAL OF RESIDENCE

An Owner shall be entitled to rent the Owner's Residence for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Community Governing Documents and shall provide that any failure to comply with any provision of the Community Governing Documents is a default under the terms of the lease agreement.
2. A copy of all the Community Governing Documents must be provided by the Owner to the tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Community Governing Documents.
3. A copy of any lease agreement must be provided to the Community Association.
4. Use privileges for amenities, Community Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residence.
5. No Residence may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Community Declaration.

## SATELLITE INSTALLATION POLICY

1. If you would like to install a satellite dish device, you are required to fill out the "Notice of Satellite Dish Installation Form" PRIOR to installation of the device.
2. The Notice of Satellite Dish Installation Form must be mailed or faxed to the property management company PRIOR to the installation of the device. **Approval is not required provided you comply with ALL of the requirements stated below.**
3. **If you are unable to comply with the policy set forth,** you must submit a variance to the Community Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Community Board in a timely manner.
4. The device may not exceed one (1) meter in diameter.
5. The device should be located as far out of view as possible and should be installed either on the side or rear of the Residence above the roofline. **You are required to submit a diagram of the location prior to installing the device. The location must be approved by the Community Board prior to installation if it is NOT located in the side or rear of the Residence above the roofline or on the chimney.**
6. All wires and cables must be securely mounted on the home and may not hang or dangle.

## SIGNS

1. For each Residential Lot, one (1) nameplate or similar Owner name or address identification that complies with the Community Architectural Guidelines.
2. For each Residential Lot, one (1) sign advertising the Residential Lot for sale or rent may be erected provided it complies with the following requirements:
  - a. The sign is not larger than nine (9) square feet in size;
  - b. The sign must be made of paper, cardboard, cloth, plastic, or fabric;
  - c. Balloons, lights or any other similar decorative component or painting of architectural surfaces is not permitted;
  - d. After the Residential Lot has closed escrow, the sign must be removed within fifteen (15) days.



3. Flags and banners may not be larger than fifteen (15) square feet in size.
4. Other signs or displays must be approved by the Community Board or Design Review Committee prior to installation.
5. Signs may not be posted at any entrances or on the Association Property.
6. Up to two (2) signs are permitted advising of the existence of security services protecting a home, which also must comply with the above requirements in item #2, a through b.

**TRASH AND RUBBISH**

All trash or waste must be disposed of properly. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas screened and concealed from view from the street, common areas and neighboring lots. Trash containers may be placed out in view up to twelve (12) hour before and after the scheduled pick up.

# VIOLATION AND FINE PROCEDURE

1. The Community Board shall direct a notice to the Owner advising 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 Community Board.
3. The Community 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.
4. If the Community Board determines at the hearing the violation has not been corrected, the Community Board may take any of the following actions:
  - a. Suspend the Owner’s voting privileges.
  - b. Submit the matter to the Community Association’s legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
  - c. Levy a special assessment or penalty in the amount as outlined in section 5 below.

5. The penalty schedule is as follows:

**Minor Violations:**

First violation:	\$100.00
Second violation (same infraction):	\$200.00
Third violation (same infraction):	\$300.00 each month thereafter

**Major violations:**

\$250.00 each month

\*Examples of major violations include, without limitation, failure to obtain approval from the Design Review Committee prior to making an exterior modification, negligent damage to Community Association Property, and life threatening or safety violations. **Special Assessments may be imposed for specific violations outlined in the Community Governing Documents.**

## REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Residential Lot Owners.

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 Community Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same will remain anonymous or that it has any duty to protect the privacy of such complaints.

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

Finally, the Community Board may determine the violation to be a neighbor to neighbor dispute and subject to the Neighbor to Neighbor Dispute Policy.

**MARSDEN COMMUNITY ASSOCIATION**  
**DESIGN GUIDELINES**

# DESIGN GUIDELINES

## OBJECTIVE

The objective of the Design Review Committee is to facilitate the evaluation of proposed Improvements for each Residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each Owner.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed Improvement must first comply with any and all requirements set forth in the Community Declaration, as well as all local codes and ordinances. Approval by the Community Association does not, however, constitute a representation or warranty by the Community Association that the proposed Improvements comply with local codes and ordinances.

While consideration may be given by the architect with regard to the obstruction of any Owner's view, the Governing Documents specifically DO NOT protect any Owner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Community Design Guidelines are in no way an attempt to dictate the character of the design program, but rather assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

## GENERAL GUIDELINES

1. You may not modify, alter, build or construct any Improvements to your Residential Lot until you have submitted plans and specifications and obtained approval from the Design Review Committee or Community Board.
2. Improvements requiring approval prior to installation include, without limitation, any patio covers, landscape, hardscape, screen doors, swimming pools and structural changes.
3. Owner's shall complete the installation of landscaping on all portions of the yard not landscaped by the Developer in accordance with a plan approved by the Design Review Committee within six (6) months after the Close of Escrow.
4. The Design Review Committee (DRC) has forty-five (45) days to approve or disapprove any plans and specifications. All approvals or denials must be in writing. If the DRC fails to approve or disapprove any plans and specifications within forty-five (45) days, the Owner requesting the approval may submit a written notice to the DRC advising it of its failure to act. If the DRC fails to approve or disapprove the plans and specifications within fifteen (15) days after receipt of said notice, the plans and specifications shall be deemed approved.
5. The DRC or Community Board has the right to inspect any improvement after completion.
6. An Owner who receives written approval by the DRC must commence construction pursuant to such approval within six (6) months of the date of such approval or the approval is no longer valid and the Owner must resubmit plans to the DRC.
7. Refer to the Community Declaration for more detailed descriptions on items that require approval.

## **FEES AND DEPOSITS**

1. The Community Association reserves the right to utilize an outside consultant for review of any architectural requests. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.
2. A \$50.00 architectural fee is required to be paid at the close of escrow from all new homeowners beginning July 12, 2012.
3. The Community Board and Design Review Committee reserve the right to require additional deposits for certain types of construction.

## **PLAN SUBMITTAL AND RE-SUBMITTAL**

1. The following items must be submitted with EVERY application, as noted:
  - a. Three (3) sets of plans, specifications, drawings and other pertinent information
  - b. Three (3) copies of the Architectural Request Form
  - c. Three (3) copies of the Submittal Checklist filled out with the appropriate boxes checked (only required for Improvements outside the scope of the Rear Yard Pre Approval Policy)
  - d. Three (3) copies of the Neighbor Notification Form (only required for Improvements outside the scope of the Rear Yard Pre Approval Policy)
2. Incomplete submittals will be returned to the Owner and denied.
3. All technical and engineering matters are the responsibility of the Owner.
4. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on your request.
5. **If your Residential Lot has ANY type of restriction, including, without limitation, easements and set backs, it is your responsibility to ensure you are abiding by those restrictions. Neither the Design Review Committee nor the Community Board can approve or supersede any type of restriction on your Residential Lot; therefore, if such restriction is inadvertently approved, it is your responsibility to advise of such and approval for such plans will be deemed void.**
6. If plans are denied by the Design Review Committee, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional forty-five (45) days if changes are substantial.
7. If you are not satisfied with the denial or request for changes from the Design Review Committee, you have the right to appeal the Design Review Committee decision to the Community Board. You must submit your request, in writing, to appeal the Design Review Committee denial, within thirty (30) days of the denial by the Design Review Committee. Your request will be placed on the agenda at the next scheduled regular board meeting. The Community Board will review your request at that time.

## **CONTRACTOR AND INSTALLATION GUIDELINES**

1. All contractors must adhere to the Governing Documents (including the Community Rules and Regulations and the Community Design Guidelines).
2. Owners are responsible for ensuring that all contractors and workers are informed of the proper procedures.
3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.

4. All Owners are responsible for any damage caused by their contractor or their employees.
5. In order to avoid damage to right of way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place, or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time.
6. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Residential Lot.
7. Owners and their contractors are required to comply with all federal, state and city storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their own Residential Lot. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.
8. Contractors are required to clean up each day after construction by sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local best management practices for storm water pollution must be strictly followed.
9. Contractors and/or other service providers may not trespass onto any other Residential Lot without said Owner's written permission.
10. Construction trailers or equipment may not be stored overnight on the streets or on any Residential Lot.
11. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash.
12. Sand bags or other erosion or sediment control devices installed by developer during initial construction should not be removed until the Owner's Residential Lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.
13. Owners are responsible for ensuring that no runoff from the Owner's Residential Lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.

# REAR YARD PRE-APPROVAL POLICY AND PROCEDURE

## POLICY

1. Subject to the conditions described below, rear yard improvements, which are comprised of only cement flat work, grass, shrubs and/or small trees that will not reach a height of more than five feet (5') are pre-approved provided you adhere to the procedure listed below. Also pre-approved are other structures, such as brick, concrete or rock barbeque grills, fire pits, waterfalls, fountains or benches, provided that they are installed and set back no less than 5 feet (5') from any side property lines and 10 feet (10') from rear property line and provided that no portion of the construction is higher than five feet (5'). In addition, pre-approval is provided only on the following conditions:
  - a. The improvements do not in any way alter the grade or drainage of the Residential Lot unless an adequate alternative drainage pattern that does not negatively impact any adjoining property is provided; and
  - b. Any path, planter or shrub lighting used must not be in excess of 80 watts
2. Any improvements that do not meet the guidelines outlined above are not approved and require application to the Design Review Committee.
3. The above guidelines *exclude* any pool, spa or similar equipment AND *exclude* work that is elevated above grade such as gazebos, patio covers, raised patio decks, raised lighting (i.e., pole lights), raised planters, any trees that in their natural habitat would grow to greater than five feet (5') high and any stairs, large permanent play structures or retaining walls of any type.
4. The Community Board reserves the right to enforce the Community Declaration, Community Guidelines and Community Design Guidelines on any installations that do not meet the parameters outlined above.
5. Exteriors of any improvement shall conform to the material, colors, character and detailing as established on existing improvements within the Marsden Community Association.
6. **Please review the above guidelines carefully. If you are unsure if an item qualifies for pre-approval, please contact the property management office.**
7. Pre-approval from the Community Association does not constitute a waiver or approval from any County, City or other local municipality or entity from which receipt of approval or permit may be required.

## PROCEDURE

1. If your proposed project adheres to the policy for pre-approval, you must fill out the Architectural Request Form, and submit plans within forty-five (45) days of the proposed project.
2. All completed applications must be sent to the Community Association. You will receive a letter in return advising of your approval to proceed.
3. Within twenty (20) days following the completion of installation and construction, the Owner must submit to the Community Association a Notice of Completion Form with photographs of the completed work.

**Owners failing to submit the correct paperwork may be subject to fines and/or legal action.**

## **REQUIRED INFORMATION FOR ARCHITECT REVIEW**

While it is not required to use an outside architect to draft your plans, the plans **must** detail the following items and follow the submittal requirements checklist:

### **A. PROPORTION:**

When a plan has proportion, the drawing represents elements that are in the same relative ratio to each other. A two car driveway which is typically 16 feet wide is drawn about 3 times as wide as a side yard or entry walk that has a width of 5 feet. The scale of the plan doesn't really matter; it is the relative size and distance of the elements represented on the plan that are in the same ratio to each other throughout the plan.

### **B. SCALE:**

The scale of the drawing is the ratio at which the plan is drawn relative to the actual dimension or size of the element being represented on the plan. If the scale is one eighth of an inch, equals one foot ( $1/8'' = 1'-0''$ ), then that means that every 1/8 inch measured on the plan represents 1 foot in the actual yard or house. So a two car driveway that is 16 feet wide would be drawn two (2) inches wide on the plan. If the scale were  $1/4 = 1'-0''$  then the 16 feet wide driveway would be 4 inches wide on the plan.

### **C. PLANTER WALLS, RETAINING WALLS, SEAT WALLS, PILASTERS, FENCES, GATES, ETC.:**

Plans need to show/call out all materials (concrete, stone, flagstone, stucco, brick, wrought iron, etc.), colors, finishes, dimensions, heights, widths, any design that might be incorporated into the elements above, setbacks from property lines and sidewalks or streets.

### **D. TRELLIS:**

Plans need to show where the patio cover will be located including the outline of the patio cover not just the posts. Include dimensions, sections (top view and side view), elevations, details (any design or lattice or other feature incorporated into the patio cover), member sizes (size beams used on the top of the patio cover, and the size of the post being used to hold the patio cover), finishes, colors, etc. ***Just putting in writing a description of the patio cover will not be accepted.*** A drawing, photograph, or manufacturer's catalog page will be accepted as a sample of what the patio cover will look like. If the manufacturer's catalog page is provided, the homeowner needs to circle the patio cover which they are proposing.

### **E. EXISTING OR PROPOSED ELEMENTS:**

Plans need to call out if the elements are existing or proposed. Some lots have front yards installed by the developer, but the homeowner is making minor changes to the front, so the plans need to show what is proposed and what is existing. A number of yards have been completed for some time and the homeowners are making changes to the completed yard, we need to know exactly what is being proposed and what has been approved and exists in the yard at the present time.

### **F. FIREPLACES:**

Plans need to show the location of the fireplace, and the setbacks from the property line walls. Included in the plans is a photograph, scaled drawing or catalog cut sheet of the fireplace showing the dimensions (width and height including spark arrestor), colors, materials, etc.

### **G. PLANTING:**

For planting to be reviewed, plans need to show the location of all trees and shrubs, the size of container from which it will be planted (1 gallon, 15 gallon, 24 inch box), the common and BOTANICAL name (scientific name which can be found on the internet or books). If the names of the planting material are not noted next to the plants/shrubs/trees, a legend will need to be provided to show the symbols with the botanical (scientific name) and common name of the planting material.

### **H. WATER FEATURES:**

Provide a drawing, photograph or catalog cut sheet of proposed water feature. The picture sample needs to note the dimensions, heights, widths and setbacks from the property line walls. If a drawing or photograph is not included with the plans, then homeowner needs to write on plans the exact height of the fountain and the setbacks from the property line fence/wall.



**I. ALL SUBMITTALS SHOULD INCLUDE PHOTOS OF THE HOUSE:**

Including photos of the face of the house, front and rear yard this would to answer some questions we come across while reviewing. Photos will show existing elements, size of yard, shape of lot, etc.

**J. ASSOCIATION AREAS:**

Plans need to label any Association Areas adjacent to the property or on the property. We can not be responsible for knowing where Association Areas located if they are not noted on the plan.

**K. SETBACKS:**

Plans need to show the setbacks of all architectural structures. Elements such as, but not limited to patio covers, arbors, gazebos, fireplaces, fountains, etc., is measured from the property line wall to the outer most point of the elements. Architectural structures such as front walls, pilasters, boulders, etc. are measured from the face of the structure to the sidewalk or street whichever is most restrictive.

# SUBMITTAL REQUIREMENTS

## Plan Requirements for all Submittals:

- Completed "Architectural Request Form"
- Completed "Neighbor Notification Form"
- Date on plans
- Three (3) complete sets of plans
- House/Property street address & phone number
- House/Property lot and tract number
- Proper scale (Site plan @  $\frac{1}{8}$ " - Floor plans @  $\frac{1}{4}$ " - Elevations @  $\frac{1}{8}$ " - Landscape @  $\frac{1}{8}$ " )
- Name, address & phone number of entity who prepared the drawing
- Samples of any unusual materials (e.g., colored stone)

## Site and/or Landscape Plan:

- Show all property lines accurately as to length, angles and amount of curve
- Show existing building(s)/structure(s)
- Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements which impact the design
- Show all applicable utilities & improvements
- Show proposed planting areas
- Show proposed decks, fences, walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting
- Plans for proposed fence and wall drawings shall note materials, colors and heights
- Heights shall be noted relative to the immediate ground elevation
- Pool and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment
- Dimensions (in feet and inches)
- Grade changes
- Location of new area drains and drain pipe routing
- Grading & Drainage Notes
- Construction Notes
- Walls, fences, gates, screens, etc.
- Trellises, overheads, etc.
- Fountains, ponds, pools, spas, etc.
- Barbecues, fireplaces, fire pits, etc.
- Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.
- Lighting fixture locations, heights & sizes with bulb type & wattage
- Exterior lighting to be indirect and shielded from adjacent properties. All lights must be compatible with house design and should be simple in design & color. No exposed wires or cables
- Photos of project site depicting existing site conditions and adjacent property relationships
- Show elevation of existing adjacent grade
- Special note - see end of checklist

## Exterior Elevations:

- Elevations of existing and proposed architectural elements with roof slope pitches
- Ridge heights
- Note all finish materials, colors and textures of proposed work
- Note if proposed finishes and material are to match existing finishes and materials
- Color & material board clearly depicting materials and/or colors that differ from existing
- Exterior materials, trims, detailing and finishes

**Floor Plans:**

- Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure
- Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc.
- Show dimensions of proposed work and related existing work and indicate relationship

**Floor Plans Continued:**

- Delineate all parts of the exterior that cannot be shown on elevation drawings
- Clearly identify proposed new work areas and differentiate existing work areas from them
- Special note - see end of checklist

**Roof Plan:**

- Show all existing and proposed roof surfaces, noting pitches and overhangs
- Call out existing and proposed roof materials and colors
- Ridge heights
- Special note - see end of checklist

**Mechanical and Solar Energy Plans:**

- Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components
- Devices are integrated into the roof design and flush with existing roof slope
- Frames are colored to complement roof
- No natural aluminum frames
- Mechanical equipment screened
- Special note - see end of checklist

**GENERAL DEVELOPMENT GUIDELINES****Fences and Walls:**

- Existing fences/walls are not removed or modified
- No double walls constructed side by side
- Fences, walls and gates are no more than 6 ft. or are the same or less in height than the existing fence/wall
- Retaining walls blend in and complement style of home
- Planter walls blend in and complement style of home
- Drainage system provided near wall footing
- No exposed wooden fences with the exception of lattice screens or trellises are viewed from public place
- Material, color & texture to be compatible w/ existing house (no uncovered concrete block)
- Maximum height is 6 ft. above adjacent grade or equal to or below the height of existing walls
- Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns
- No uncovered concrete block
- Special note - see end of checklist

**Door and Window Coverings:**

- No screen door on front or main entry door
- No aluminum or metal awnings or covers over windows or patios
- No aluminum foil, paint, sheets, newspapers, or other unsightly covering on windows
- Special note - see end of checklist

**Garage Doors:**

- Garage door is compatible in design and color with house
- Garage door is simple in design and color (no ornate decoration)
- Special note - see end of checklist

**Exterior Lighting:**

- Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan
- Lighting is indirect and shielded from adjacent properties
- Lighting is compatible with house design and is simple in design and color
- No exposed wires or cables
- No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common area
- Lamp source is not high-pressure sodium, metal halide or other inappropriate type
- Special note - see end of checklist

**Patio Covers, Gazebos, Trellises and Sundecks:**

- Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures
- When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement

**Patio Covers, Gazebos, Trellises and Sundecks (continued):**

- Trellis posts shall be located a minimum of 5 ft. and overhangs a minimum of 3 ft. from existing side or rear yard walls or property lines, whichever is the more restrictive
- Trellis height is not to exceed 10 ft. above existing finish grade
- Peaked or sloping roofed gazebos are not to exceed 12 ft. above the existing finish grade to the uppermost height of the roof
- Design, color, finish and detailing must be consistent with the existing house
- Columns may be stucco or wood (4x4 wood posts must have wood trim to appear wider and more substantial). No exposed metal posts permitted
- Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community
- Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling

**Sundeck, Balcony, Open Porch, Etc. Attached to House at Second Floor Level Height:**

- No sundeck on or over any portion of a second-story roof
- Floor height does not exceed existing second floor living level
- Sundeck is directly accessible from living unit levels
- Railing is appropriate to architecture (no horizontal pipe rail)
- Special note - see end of checklist

**Awnings:**

- Awnings are compatible in color and design with house
- Awnings are simple in design and color
- Awning size, location and form are in scale with the window
- Special note - see end of checklist

**Playground Equipment:**

- Equipment does not exceed 12 ft. in height
- Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued
- Play equipment must be located on private property
- Special note - see end of checklist

**Flagpoles:**

- Flagpoles must be compatible with the color and scale of the house
- Special note - see end of checklist

**BUILDING MATERIAL STANDARDS****Exterior Building Walls:**

- Utilized re-sawn wood trim to match existing trim, fascia, or barge
- Paint color and finish of trims, fascias, barge and doors matches existing
- Stucco color and texture matches existing
- Exterior cover material is consistent and continuous on building walls
- Special note - see end of checklist

**Window and Door Openings:**

- Openings are located and detailed in a manner consistent with existing treatment
- Special note - see end of checklist

**Window Glazing, Tinting and Shading:**

- Glass tinting and shading is consistent with existing treatment
- No reflective glass films and/or plastic roll up shades are proposed
- Special note - see end of checklist

**Diverters:**

- Galvanized iron or aluminum diverters are painted to match roof vents or roof material
- Special note - see end of checklist

**Roofs, Flashing and Vents:**

- Roofing material matches existing roofing material
- Built up roofing material on flat areas matches existing roof
- Roof pitches match existing
- Roof vents and flashing are painted to match roof color or existing vents
- Special note - see end of checklist

**Gutters and Downspouts:**

- Gutters and downspouts are painted to match house color or trim
- Special note - see end of checklist

**Wrought Iron and Tubular Steel:**

- Wrought iron or tubular steel is galvanized or bonded prior to applied finish color
- Wrought iron or tubular steel matches existing
- Special note - see end of checklist

**LANDSCAPE REVIEW ITEMS****Front Yards:**

- Paving materials to be compatible with house color & style
- Walkway to front door does not exceed 1/3 of the frontage of the front yard (clarify condition - i.e., establish percentage of softscape and landscape)

**Front Yards Continued:**

- Paving material is compatible with house
- Special note - see end of checklist

**Trees:**

- Trees installed by original builder are retained
- Special note - see end of checklist

### **Shrubs, Ground Cover & Turf:**

- Botanical & common names of proposed plant material
- Plant sizes & locations on the plans
- 100% of ground plane covered by plant material or shredded bark material
- No large areas of bare earth
- Shrubs to be planted at the base of the house, walls and fences visible from street
- Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines
- Special note - see end of checklist

### **Sprinklers:**

- Irrigation head layout shown on plan
- Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property
- Special note - see end of checklist

### **Thematic Landscape Features:**

- No pink flamingos or Astroturf in front yard areas visible from street
- Except for patio covers/trellises and gazebos, no landscape feature (wall, fence, statue, sculpture, waterfall, fountain, etc.) shall exceed the height of the perimeter wall or 6 ft. above the lowest immediately adjacent grade, whichever is less
- Special note - see end of checklist

### **Visible to the Street Garden Walls & Planters:**

- Material, color & texture to be compatible with existing house (no uncovered concrete block)
- Maximum height is 6 ft. above adjacent grade. Vines and shrubs encouraged to soften appearance
- Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns
- Soil not to be retained against wall unless designed to do so
- Simple in design and color compatible with house
- Metal fences to have horizontal top rail and vertical posts without decoration
- Maximum height is 5 ft. 6 in. and must be equal to or below the height of existing walls
- Solid wood fences are permitted and must be painted in a color compatible with the house, if visible from the street
- No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted
- No uncovered concrete block
- Special note - see end of checklist

### **Water Features - Spas, Pools, Reflecting Pools, Ponds and Fountains:**

- Must not damage existing walls or fences
- All equipment must be completely screened from off-site view
- All equipment noise impact on neighbors must be minimized with sound attenuation devices (e.g., masonry walls, metal enclosures)
- All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house. All supports and piping must be enclosed or screened from view
- Construction of water features must not disturb the neighbor's yards, property or improvements
- Construction of water features must not disturb the Community Association Property or improvements
- Minimum set back of 5 ft. is required for all pools, spas and the like from the rear yard wall or fence and require final approval from the City in order to be constructed

**Drainage:**

- ❑ All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or 1/4" per foot preferred
- ❑ All drain pipes must drain at a minimum of 1/2% or 1/16" per foot with a slope of 1% or 1/8" per foot preferred
- ❑ All grades in plant beds must be held a minimum of 6 in. below adjacent finish floor and
- ❑ 4 in. below the adjacent metal house screed
- ❑ All grades in plant beds must be held a minimum of 6 in. below the top of adjacent planter or retaining wall
- ❑ No plant bed grades adjacent to existing walls or fences are to be changed
- ❑ All finish surfaces of paving elements are to be held below the adjacent metal house screed
- ❑ All plant beds and paving are to slope and drain away from the house
- ❑ Utilize domed grates on catch basins in plant bed areas

**Special Note from Previous Sheets:**

1. During the installation process, follow the "Drainage" guidelines found on this checklist.
2. DRC approval does not constitute City or County approval. Please contact the City and/or County agency for submittal requirements. Many of the improvements, including, without limitation, patio covers, pools, spas, any outside building installations, and sheds all require approval by the DRC and the City and/or County.

# **HOUSE PAINTING PROCEDURE**

## **SUBMITTAL REQUIREMENTS**

1. Photographs of all four (4) sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
2. Photographs of the front of the houses on either side of the home being processed.
3. Color swatches of the colors to be used and an explanation of where such colors are to be used.
4. Photograph or plan marked up to indicate which color is to be applied to which surface.
5. Justification statements. See below.

## **JUSTIFICATION STATEMENT**

1. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
2. Provide a written statement explaining the selection of colors. It is important to provide justification relating to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
3. If the existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
4. Provide any photographs or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Do not use a little shed to justify painting a two-story house or a large estate or a commercial building to justify a single family residence.
5. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

## **REVIEW ELEMENTS**

1. Appropriateness of color scheme to architectural style.
2. Color tone and intensity in keeping with overall neighborhood.
3. Color tone and intensity in keeping with size of home and separation from neighbors.
4. Color compatibility with adjacent homes.
5. Does not repeat color scheme of an adjacent home.



# MARSDEN COMMUNITY ASSOCIATION

## ARCHITECTURAL REQUEST FORM

Return to: Marsden Community Association, 31608 Railroad Canyon Road, Canyon Lake, CA 92587

Phone: (951) 244-0048 Facsimile: (951) 244-0520

Email: Marsden@avalonweb.com Website: www.Marsdenhoa.com

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

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

Mailing Address (if different from above): \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

### I. Proposed Project Information

Describe the proposed improvement in detail: \_\_\_\_\_

---

---

---

---

### II. Neighbor Advisement

With your submittal, please include three (3) copies of the Neighbor Awareness Form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards' 2<sup>nd</sup> story windows.

### III. Documents Required for Submittal

- Three (3) separate drawings which should include details of size, design, color and materials. Location of drains must be included in the drawings as well as location of plants and their common names (not Latin names)
- Three (3) sets of this application form
- Three (3) copies of the completed Neighbor Awareness Form.
- The Community Association reserves the right to utilize an outside consultant for review. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.

**By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.**

Homeowners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MARSDEN COMMUNITY ASSOCIATION NEIGHBOR AWARENESS FORM

*(Owner to Complete)*

**NEIGHBOR AWARENESS** - The intent is to advise your neighbors who own property adjacent to your lot (property) line or unit. Neighbors must sign this form and may add their comments or concerns in the space provided below OR may independently submit their comments or concerns in writing. **Each neighbor must also initial each set of plans (every sheet of a multiple sheet plan).**

Impacted Rear Neighbor	Impacted Rear Neighbor
Name _____	Name _____
Address _____	Address _____
Signature _____	Signature _____
Date _____	Date _____

## Common Area or Back Yard - Rear of Home

Adjacent Neighbor		Adjacent Neighbor
Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____

## Your Street - Front of Home

Facing Neighbor	Facing Neighbor	Facing Neighbor
Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____

**NEIGHBOR CONCERNS OR COMMENTS:**

---



---



---



---



---

# MARSDEN COMMUNITY ASSOCIATION

## NOTICE OF COMPLETION with PHOTOS

Owner Name: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell or Work Phone: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Improvement(s) on the described property was (were) COMPLETED in accordance with the plans and submittal package which was approved by the Design Review Committee.

The completed Improvement(s) is (are):

---

---

---

---

---

---

---

---

**\*\*Please include photos of the completed Improvements with this Notice of Completion Form.\*\***

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

**MARSDEN COMMUNITY ASSOCIATION**  
**ADDITIONAL FORMS**

# MARSDEN COMMUNITY ASSOCIATION VIOLATION REPORT FORM

Return form to: Marsden Community Association  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587

## Violation Information

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

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

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

### Summary of alleged violation(s):

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

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

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

## Reporting Owner's Information

If the violation is not verifiable by way of a visual inspection of the Community Association, then a signature of an additional Owner representing a separate Residential Lot within the Community Association may be required to initiate the Community Association's violation procedure. **You must include your name and address in order to have this form processed.** The undersigned hereby agrees to testify at a Hearing before the Board of Directors or Committee of the Board regarding the above complaint.

Your name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Your name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**MARSDEN COMMUNITY ASSOCIATION  
NOTICE OF SATELLITE DISH INSTALLATION FORM**

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

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Satellite Dish Agreement:**

I, \_\_\_\_\_ (*Insert Your Name*), have read the satellite installation procedure for the Community Association and agree to install the device per the requirements.

The device will be installed on \_\_\_\_\_ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

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

**Fax or Mail to:**

**Marsden Community Association**  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520

\*\*\*\*\*

**Community Board Use Only**

IN COMPLIANCE

NOT IN COMPLIANCE

Corrections Required:

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

\_\_\_\_\_  
Signature:

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

**MARSDEN COMMUNITY ASSOCIATION**  
**ADDITIONAL POLICIES**

# **MARSDEN COMMUNITY ASSOCIATION**

## **NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor to Neighbor Dispute Policy was duly adopted by the Community Board of the Marsden Community Association. Nothing herein is intended to be construed as an attempt to relieve the Community Association or the Community Board from any of its duties under the Declaration of Covenants, Conditions and Restrictions of Marsden or any other Community Governing Documents. This policy only establishes a prerequisite to Community Association involvement in certain, limited, "Neighbor to Neighbor Disputes."

### **DEFINITIONS**

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Residential Lot Owner against another Residential Lot Owner which, in the Community Board's sole discretion, does not impact the Association Property (examples include, without limitation, parking, noise, animals).
2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

### **POLICY TERMS**

1. When a dispute or complaint is brought to the attention of the Community Board regarding interpretation of rights under, or enforcement of, the Community Governing Documents, the Community 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 Neighbor to Neighbor Dispute.
2. If the Community Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking Community Association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1369.530.
4. Upon receiving written certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Community Board shall determine whether a violation of the Community Declaration or Community Governing Documents exists which requires Community Association action, whether Community Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with the Community Association's Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES**



# MARSDEN COMMUNITY ASSOCIATION

## ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §1365(e), and payment plan standards consistent with CC §1367.1(c)(3):

**1) Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

**2) Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §1367.1(a).) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§1366(e); 1367.1(a).)

**3) Late Charges:** Unpaid assessments are delinquent 15 days after they are due. (CC&Rs, Art. 12.2.1; CC §1366(e).) A late charge of \$10.00 (*not more than \$10.00 or 10%*) will be charged for any assessment which is not paid in full within 15 days of the due date. (CC&Rs, Art. 12.2.1; CC §1366(e)(2).)

**4) Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC&Rs, Art. 12.2.; CC §1366(e)(3).)

**5) Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

**6) Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

**7) Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §1367.1(k) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

**8) Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §1363(h) and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §1361.5).

**9)Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §1367.1(a), by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

**10)Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy adopted pursuant to CC 1363.810. (CC §1367.1(a)(5).)

**11)Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §1367.1(c)(3).) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

**12)Standards for Payment Plans:** Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3).)

**13)Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §1367.1(d).) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §1367.4(c)(2).)

**14)Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d).) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

**15)Dispute Resolution:** Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510, et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

**16)Foreclosure of Lien:** The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

**17) Notice to Owner of Decision to Foreclose:** If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §1367.4(c)(3).)

**18) Release of Lien Upon Satisfaction of Debt:** Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §1367.1(d).)

**19) Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.

**20) Association's Addresses:** The mailing address for overnight payment of assessments is:

Regular payments:

Mailing Address for overnight payment of assessments,  
notices and requests: (Cannot be post office box)

Association Payment Processing  
P.O. Box 2330  
Temecula, CA 92593-2330

Marsden Community Association  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587

**21) Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

**SUMMARY REQUIRED BY *CIVIL CODE* SECTION 1363.850  
-INTERNAL DISPUTE RESOLUTION-  
AND  
SUMMARY REQUIRED BY *CIVIL CODE* SECTION 1369.590 (a)  
- ALTERNATIVE DISPUTE RESOLUTION -**

Pursuant to the requirements of California *Civil Code* Section 1363.850, the Association hereby provides you with notice and a summary of the following Internal Dispute Resolution (“IDR”) and Alternative Dispute Resolution (“ADR”) procedures, as stated in California *Civil Code* Section 1363.840 as follows:

**INTERNAL DISPUTE RESOLUTION:**

Either party to a dispute within the scope of *Civil Code* Section 1363.810-1363.850 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 the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's board of directors shall designate a member of the board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the Association.

An agreement reached under those sections 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 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.

A member of the Association may not be charged a fee to participate in the IDR process.

**ALTERNATIVE DISPUTE RESOLUTION:**

Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits pursuant to California *Civil Code* Section 1363.590.

Please be advised that *Civil Code* Sections 1363.840 and 1363.590 could be subject to different interpretations as the statutory language has not yet been interpreted by any court. Each homeowner should consult with his/her own attorney regarding appropriate compliance with the statute.

**I. SCOPE OF STATUTE:**

*Civil Code* Section 1369.510 (a) defines “Alternative Dispute Resolution” as mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. *Civil Code* Section 1369.510 (b) defines “Enforcement Action” as a civil action or proceeding, other than a cross-complaint, filed by either individual homeowners or community associations, for any of the following purposes:

- A. Enforcement of the Davis-Stirling Common Interest Development Act, *Civil Code* Section 1350, *et seq.*
- B. Enforcement of the California Nonprofit Mutual Benefit Corporation Law (commencing with Section 7110 of the Corporations Code).
- C. Enforcement of the governing documents of the common interest development.

The Association or an owner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to *Civil Code* Section 1369.510.

*Civil Code* Section 1369.510 only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000). This section does not apply to a small claims action and except as otherwise provided by law, this section does not apply to an assessment dispute.

## **II. COMPLIANCE PROCEDURES:**

The ADR process is initiated by one party serving all other parties with a "Request for Resolution," which shall include all of the following:

- 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 *Civil Code* Sections 1369.510 -1369.590.

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.

The party on whom a Request for Resolution is served has 30 days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party on whom a Request for Resolution is served, accepts the Request, the parties shall complete the ADR within 90 days after the party initiating the Request receives the acceptance, unless this time period is extended by written stipulation signed by both parties. The costs of the Alternative Dispute Resolution shall be borne by the parties.

Statements, negotiations, and documents made or created at, or in connection with ADR (except for arbitration) are confidential.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an Enforcement Action, the time limitation is tolled during the following periods:

- A. The period provided in *Civil Code* Section 1369.530 for response to a Request for Resolution.
- B. If the Request for Resolution is accepted, the period provided by *Civil Code* Section 1369.540 for completion of ADR, including any extension of time stipulated to by the parties pursuant to Section 1369.540.

Pursuant to *Civil Code* Section 1369.560 (a), at the time of commencement of an Enforcement Action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

- A. ADR has been completed in compliance with this *Civil Code* Section 1369.510, *et seq.*
- B. One of the other parties to the dispute did not accept the terms offered for ADR.
- C. Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to *Civil Code* Section 1369.560 (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

*Civil Code* Section 1369.570 (a) provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

**III. FAILURE TO PARTICIPATE IN SOME FORM OF ADR:**

In an Enforcement Action, in which fees and costs may be awarded pursuant to *Civil Code* Section 1354(c), the court, in determining the amount of an award of attorneys fees and costs, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.

In accordance with California *Civil Code* Section 1369.590, the Board of Directors of the Association hereby advises you of the following:

**Failure by a member of the Association to comply with the alternative dispute resolution requirements of Section 1369.520 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.**

**IV. NO EFFECT ON VOLUNTARY PARTICIPATION IN ADR:**

The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California Corporations Code Section 7110, *et seq.*, or the Davis-Stirling Common Interest Development Act, *Civil Code* Section 1350, *et seq.* to some form of IDR/ADR, even in those disputes may be technically outside of the IDR/ADR statutes.

## **ELECTION POLICIES AND PROCEDURES**

The procedure set forth herein is pursuant to California Civil Code section 1363.03 for use by the Marsden Community Association ("Association") at any time the members of the Association are called upon to vote for the election of Directors, or on any other issue. All elections within the Association shall be governed by the following guidelines:

### **1. Equal Access to Association Media**

Candidates for the Board of Directors and members advocating a point of view will be provided equal access to Association media, newsletters, or Internet Web sites during a campaign for purposes reasonably related to that election. Association may not edit or redact any content in the communications, but may include a statement that the Association is not responsible for the content.

### **2. Equal Access to Association Common Area**

All candidates and members advocating a point of view will be provided equal access to the common area meeting space during a campaign, if any exists, at no cost, for purposes reasonably related to the election.

### **3. Meeting of Members to Elect Directors**

The annual meeting of members to elect Directors shall be held on or about the anniversary date of the first annual meeting, on the properties, or at such other suitable place as proximate thereto, as practicable and convenient to the Owners as designated by the Board of Directors.

### **4. Record Dates**

The Board may fix a date in the future as a record date for determining which owners are entitled to notice of any meeting of owners. The record date so fixed must be not less than ten (10) nor more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for the notice to members, the record date for notice is the close of business on the day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for determining owners entitled to vote at any meeting of owners. The record date so fixed must not be less than ten (10), nor more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

### **5. Eligibility to Vote**

Each property is entitled to one (1) vote, cast by either the majority owner of the property, the member representing a majority interest in such property, or if owned by husband and wife, either spouse attending in person or by proxy shall be entitled to cast the entire vote.

### **6. Suspension of Voting Rights**

The Board of Directors of the Association shall have the authority to suspend the voting rights of any member to vote at any meeting of the members, pursuant to the Association's governing documents, or California law.

### **7. 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. The Association shall make available to owners upon request proxy materials for use at any meeting of members whereat the members are entitled to vote. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irretrievable. In the event multiple proxies are submitted, the later dated proxy shall be recognized for voting purposes, unless a completed ballot has at any time previously been forwarded to the Inspector[s] of Elections. Proxies shall not be used in lieu of a ballot at a meeting. Once proxies are submitted, they will be checked in after secret ballots have been checked in, to assure no irrevocable ballot has also been submitted. Association shall be entitled to solicit proxies, which shall remain in full force and effect for a period not to exceed three (3) years for the purpose of establishing quorum. Proxies solicited for quorum purposes only shall be mailed separately from the Association's election materials. "Proxy envelopes" are not permitted.

### **8. Quorum**

The presence in person or by proxy of at least twenty five percent (25%) of the total voting power shall constitute a quorum for any action, except as may be provided in the Articles or Bylaws.

## **9. Adjournment**

Where a meeting cannot be held due to lack of achieving quorum, the members present may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such meeting, the quorum requirement shall be the presence, in person or by written proxy, of the members entitled to vote at least twenty-five percent (25%) of the Association voting power.

## **10. Candidates Elected**

The candidate receiving the highest number of votes shall be elected to office.

## **11. Candidate Qualifications**

- A. Candidates for The Board of Directors must be an Owner, or Agent of Declarant, until Declarant no longer owns any lot.
- B. Candidates must be "bondable" (insurable) under the provisions of the Association's fidelity bond, or any other insurance policy issued to the Association.

## **12. Nomination**

Nominations for election to the Board of Directors shall be made by a nominating committee. The Board of Directors may serve as, or appoint, the independent nominating committee. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall take as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations will be sought by forwarding to the membership, no more than ninety (90) nor less than sixty (60) days prior to the meeting of members, a solicitation requesting that any member of the Association desiring to be considered as a candidate for the Board of Directors election submit a candidacy statement to the Association's management company on or before a specified date, not less than forty-five (45) days prior to the meeting date. Candidacy statements received on or before the return date specified in the solicitation shall be forwarded to the membership, along with all other candidacy statements. All persons who respond and declare their candidacy prior to the return date shall be included on all ballots, proxies and election materials. Those candidates who fail to timely declare their candidacy and/or return their candidacy statements prior to the return date requested shall not be entitled to have their names on the balloting materials. Nominations from the floor at the time of the meeting will be accepted. Nominees must either be present, or have provided the Association written authorization to accept the nomination.

## **13. Appointment of Inspectors of Election**

The Board of Directors shall appoint one or three Independent Inspector[s] of Election prior to the meeting. Said Inspector[s] of Election may appoint and oversee additional persons to verify signatures and assist in counting and tabulation of votes as the inspector[s] deem appropriate, so long as the persons are independent third parties. If no member inspectors are appointed within ninety (90) days of the election date, the Association shall hire an outside third party to act as Inspector[s] of Elections.

## **14. Qualifications for Inspectors of Election**

Inspector[s] of election must be "independent" third party or parties, which includes, but is not limited to the following:

- A. Volunteer poll worker with the County;
- B. California Board of Accountancy licensee;
- C. Notary public;
- D. Member of Association, but not a Board member, or a candidate, or related to a Board member or a candidate;
- E. An entity established whose primary purpose is to provide inspector of election services for the conducting of homeowner association meetings.
- F. Any person or business entity presently under contract to the Association for compensation.



**15. The Inspector[s] of Election shall perform the following functions:**

- A. Determine the number of memberships entitled to vote and the voting power of each;
- B. Determine the authenticity, validity, and effect of proxies (where applicable);
- C. Receive ballots, specify the location to which ballots shall be returned;
- D. Unless otherwise specified by the Inspector[s] of Election, all ballots shall be returned to the Association's management company, who shall act as ballot collector for the Association, and maintain custody of the ballots for the Inspector[s] of Election until such time as same are surrendered for tabulation at a meeting of the members;
- E. Hear and determine all challenges and questions concerning the right to vote;
- F. Count and tabulate all votes;
- G. Determine when the polls close;
- H. Determine the tabulated result of the election; and
- I. Perform any acts proper to conduct the election with fairness to all members that are not in conflict with this statute.

**16. General Election Policies**

- A. To ensure the effectiveness of the secret balloting process required by Civil Code section 1363.03, only official balloting materials distributed by the Association may be counted. Materials must be returned according to the policies established herein below. Balloting materials will not be received by facsimile, or any other electronic transmission means. Steps shall be taken to ensure that each member may obtain any of the balloting materials, either by mail or physically at the meeting.
- B. All balloting materials must be properly completed and provide all information requested. Only properly filled out ballots and election materials shall be counted. However, balloting materials properly identifying an owner, but improperly voted, may be used for the establishment of quorum.
- C. Any ballot returned by an owner who has exercised his right to vote cumulatively shall be considered evidence of that owner's intent to vote cumulatively at the meeting, and satisfy the requirements of Corporations Code section 7611.
- D. Once a ballot is returned to the Inspector[s] of Election, that vote is deemed final and the ballot is irretrievable.
- E. Management shall provide to the Inspector[s] of Election a membership list identifying each Owner of a property entitled to notice, as of the record date for the giving of notice.
- F. Management shall provide to the Inspector[s] of Election a membership list for purposes of voting, identifying each owner of a property entitled to vote as of the record date for voting.
- G. Write-ins will be accepted on the ballots provided a written self nomination has been received from the candidate or is present at the meeting to accept.

**17. All elections including, but not limited to, matters relating to assessments, election of Directors, amendments to governing documents, or the grant of exclusive use common area property must be held by secret ballot by following the procedure below. Unless otherwise specified, only an election of Directors, or the removal of Directors, need be conducted at a meeting of the members:**

- A. Any instructions in the proxy that direct the manner in which the proxy holder is to cast the vote must be set forth on a separate page that can be detached and given to the proxy holder to retain, so the proxy holder casts the member's vote by secret ballot. Neither the voter nor the property address may be identified on the secret ballot.
- B. Ballots and two (2) preaddressed envelopes with instructions must be mailed first-class mail or delivered to every member not less than thirty (30) days prior to the deadline for voting.
- C. Associations are to use as a model the California county procedures for ensuring confidentiality of voter absentee ballots, including the following:
  - i. The ballot is not signed by the voter, but is inserted into the blank envelope and sealed.
  - ii. The blank envelope is then inserted into the second envelope addressed to the inspector[s] and sealed, and in the upper left hand corner of the envelope, the voter must print and sign their name, address, and unit number, if applicable, that entitles them to vote.

- D. All votes are to be counted and tabulated by inspector[s] of election and his/or her designee, in public at a properly noticed open meeting of the Board or owners, at which any candidate or member may witness the counting and tabulating of votes. The Inspector of Elections or his/her designee may verify the Members information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once the sealed ballot is received by the Inspector of Elections it shall be irrevocable.
- E. The tabulated results of the election must be reported promptly to the Board, recorded in the next meeting minutes, available for review by members, and publicized to the members within fifteen (15) days of the election.
- F. The sealed ballots at all times shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the statutory time allowed for challenging the election as expired (9) months.
- G. After the transfer of the ballots to the Association, the ballots must be stored by the Association in a secure place for no less than one year after the election.