

**SIENNA II AVANTE II MAINTENANCE  
CORPORATION  
RULES AND REGULATIONS**

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## **SECTION I: INTRODUCTION**

Your Homeowners Association is a community incorporated under the laws of the State of California as a non-profit corporation. Each homeowner is a member of the Homeowners Association with all the rights and responsibilities as described in the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the Association Bylaws.

The Association's governing documents include CC&Rs, Bylaws and these Rules and Regulations. These Rules and Regulations are issued by your Executive Board as authorized by the Association's CC&Rs. All new owners are given copies of the CC&Rs, Bylaws and Rules and Regulations of the Homeowners Association. Owners should read these documents carefully since they set forth the rights, duties, and obligations of each owner. Each Owner is responsible to the Association and to all other owners for the behavior of their guests and/or invitees, including tenants. In addition, all guests and/or invitees, including tenants are subject to these documents and rules. It is the responsibility of the homeowner to provide their tenants with a copy of all these documents.

These Rules and Regulations supplement the Association's CC&Rs and Bylaws, they do not replace them. In the event of a conflict between these Rules and Regulations and the Association's CC&Rs, the CC&Rs control.

The purpose of these Rules and Regulations is to protect the physical property of the Association, to ensure the common good of the community so all residents can enjoy a safe and pleasant lifestyle, and to maintain property values for the homeowners. In order to accomplish this purpose all residents must act with sensitivity and consideration for one another, as well as complying with the following Rules and Regulations.

To maintain the quality of the community, observation and enforcement of these Rules and Regulations is the responsibility of each owner, and/or their invitees, including their residents, tenants, guests or vendors.

Under the authority granted them by the Association's CC&Rs and the appropriate California State Law, the Board of Directors can impose a penalty for violations in complying with any of the governing documents, including these Rules and Regulations. Penalty assessments and procedures are discussed under the Standard Violation Enforcement Procedure section of this document.

Homeowners with any questions, concerns or other Association related issues, or who need to obtain any Association related documents, should contact the Association's management company:

**Cannon Management  
6349 Riverside Avenue, 2<sup>nd</sup> Floor  
Riverside, CA 92506  
(951) 354-5365**

## **SECTION II: VOTING AND ELECTION RULES AND PROCEDURES**

Effective January 1, 2020

### **1. Introduction**

The Association will utilize the secret ballot process for election and removal of directors, assessments that require a membership vote, amendments to governing documents that require membership approval, prior to granting exclusive use of the common area where required by Civil Code §4600, and any other matters where the secret ballot process is required by law.

### **2. Opportunity for Internal Dispute Resolution ("IDR")**

Any member disputing or challenging any aspect or application of these rules, including, without limitation, the member's qualifications to be nominated as a candidate for the Board, has the opportunity to engage in IDR with the Association pursuant the procedure provided at Civil Code §5915.

### **3. Election of Directors and Membership Votes**

For election of directors, each lot has one vote for each seat on the Board up for election. Cumulative voting is permitted. For other membership vote matters, each lot has one vote.

### **4. Candidate Qualifications**

- a. Must be a Member. A candidate, at the time of nomination, must be a member of the Association to qualify as a candidate. If title to a separate-interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person, in writing, to be a member for purposes of being a candidate for election to the Board.
- b. Fidelity bond coverage. The Association shall disqualify a nominee if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 should the person be elected or terminate the Association's existing fidelity bond coverage.
- c. Current in the payment of assessments. The Association shall disqualify a nominee for failure to be current in the payment of regular and special assessments. The Association also requires a director to be current in the payment of regular and special assessments. The Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party. The Association shall not disqualify a nominee for failure to be current in payment of regular and special assessments if any of the following circumstances are true:
  - i. The nominee has paid the regular assessment or special assessment under protest pursuant to Civil Code §5658;
  - ii. The nominee has entered into a payment plan pursuant to Civil Code §5665; or
  - iii. The nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Article 2 (commencing with Civil Code §5900) of Chapter 10 of the Davis-Stirling Act.
- d. Member for less than one year. The Association shall disqualify a nominee if that person has been a member of the Association for less than one year.
- e. Joint ownership. The Association shall disqualify a nominee if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same separate interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director.

## **5. Nominations for Election to the Board**

The Association shall provide notice of the procedure and deadline for submitting a nomination at least 30 days before the deadline for submitting a nomination. Regardless of whether a candidacy form was received, a candidate may still be nominated by himself, herself or by someone else from the floor of the election meeting.

## **6. Membership Meetings**

- a. The Association will send or cause to be sent a meeting notice to advise members of times when registration will begin and when the meeting will be called to order, as well as when the polls will open. The notice will also state the dates and times when the members and candidates may attend the meeting to witness the inspector(s)' registration, review, count and tabulation of ballots.
- b. The Board may determine not to hold a membership meeting for votes on matters, except for removal or election of directors, and conduct the vote by the secret ballot process and have the secret ballots counted and tabulated at a regular duly noticed open Board meeting. Directors must be elected by secret ballot and cannot be elected by voice vote, show of hands or other means.

## **7. Association Election Materials**

- a. Voter List. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.
- b. Candidate Registration List. A candidate registration list shall be prepared with names of candidates that will appear on the secret ballot.
- c. The Association shall permit members to verify the accuracy of their individual information on the candidate registration list and voter list at least 30 days before ballots are distributed. The Association or member shall report any error or omissions in either list to the inspector(s) of election who shall make any correction within 2 business days.
- d. The returned ballots from the members and other Association election materials at all times shall be in the custody of the inspector(s) or at a location designated by the inspector(s) for one (1) year after the tabulation of the votes, at which time custody shall be transferred to the Association.

## **8. Inspector(s) of Election**

- a. One or three independent third party inspector(s) of elections ["Inspector(s)"] will be selected and appointed by the Board of Directors.
- b. For purposes of this section, an independent third party includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may also be an Association member, provided the member is not a director, a candidate for director or related to a director or a candidate. The Board may not select as an Inspector a person, business entity, or subdivision of a business entity currently employed or under contract to the Association for any compensable services, other than serving as an Inspector. The Inspector(s) can be volunteers or be hired by the Association.
- c. If an Inspector is unwilling or unable to perform his/her duties or becomes ineligible to be an Inspector, the Board may remove and replace that Inspector with another Inspector that meets the requirements set forth above.
- d. Inspector(s)' duties:
  - i. Correct errors on the voter list and candidate registration list.

- ii. At least 30 days before an election, deliver (or cause to be delivered) to each member the ballot or ballots and a copy of these rules. Delivery of these rules maybe be accomplished by: posting these rules to an internet website and including the corresponding internet website address on the ballot, together with the phrase, in at least 12-point font, "The rules governing this election may be found here."; or via individual delivery as specified at Civil Code §4040.
  - iii. Determine number of memberships entitled to vote and the voting power of each.
  - iv. Determine the authenticity, validity, and effect of proxies, if any.
  - v. Receive secret ballots and proxies, if any.
  - vi. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
  - vii. Count and tabulate all votes.
  - viii. Determine when the polls shall close.
  - ix. Determine the tabulated results of the election or vote.
  - x. Perform any acts as may be proper to conduct the election with fairness to all members, in accordance with California law and these rules.
  - xi. All duties must be performed in good faith, to the best of the Inspector(s)' ability, as expeditiously as practical, and in a manner that protects the interest of all members.
  - xii. Prior to the mailing of the secret ballots, the Inspector(s) will determine the location where the sealed secret ballots will be mailed or delivered.
  - xiii. The Inspector(s) of Elections shall also determine where the Inspector(s) will maintain custody of the secret ballots, signed voter envelopes, voter list, proxies, and candidate registration list before and after the count and tabulation of the vote by the Inspector(s).
- e. The Inspector(s) may appoint and designate additional personnel to assist them in their duties, but the Inspector(s) will oversee and be responsible for all actions of such designees. Any additional persons appointed to assist the Inspector(s) must meet the Inspector qualifications stated above.
  - f. If there are 3 Inspectors, the decision to act or make a decision must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.
  - g. A signed report of the Inspector(s) of the election certifying the results of the vote, count or election is prima facie evidence of the facts stated in the report.

## **9. Secret Ballot Procedures**

- a. At least 30 days before the ballots are distributed, the Association shall provide general notice of: the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s); the date, time and location of the meeting where the ballots will be counted; and the list of candidates that will appear on the ballot.
- b. At least 30 days prior to the deadline for voting, the ballots will be mailed by first-class mail or delivered to every member along with two preaddressed envelopes and instructions on and deadlines for return of ballots.

- c. The ballot will not identify the voter by name, address, parcel number or unit number. The ballot is not signed by the voter but is inserted into an inner envelope preaddressed to the Inspector(s) (Envelope #1). The voter then seals Envelope #1 and inserts Envelope #1 into the outer mailing envelope (Envelope #2) preaddressed to the Inspector(s) which is then also sealed by the voter.
- d. In the upper left-hand corner of Envelope #2, the voter prints and signs his or her name and prints the address of the separate interest that entitles him/her to vote.
- e. An owner of multiple properties must submit a separate ballot in separate sealed envelopes (#1 and #2) for each property owned.
- f. Ballots may be mailed to the selected address or delivered by hand to the location selected by the Inspector(s). Where a membership meeting is being held for purposes of conducting a vote pursuant to these rules, ballots may also be delivered to the Inspector(s) at the membership meeting prior to close of the polls.
- g. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector(s). Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspector(s). A member shall not receive a receipt for hand delivery of a ballot brought to a meeting.
- h. Only the ballots and envelopes sent by the Association or Inspector or provided by the Association or Inspector will be accepted.
- i. No member shall be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with general power of attorney for a member shall not be denied a ballot. The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.
- j. Verification of information on the outside of Envelope #2 and registration of envelopes may be performed by the Inspector(s) or the Inspector(s)' designees under the Inspector(s)' supervision prior to the meeting or deadline for voting.
- k. Registration will be conducted by the Inspector(s) or their designees and votes counted and tabulated by the Inspector(s) at a duly noticed membership or Board meeting in front of any members or candidates who wish to witness the registration, opening and counting of the ballots.
- l. A member wishing to vote in person at the membership meeting must present himself/herself to the Inspector(s) with identification acceptable to the Inspector(s) to show that he/she is an Association member. A person with general power of attorney for a member (which member has not already returned a ballot) seeking to vote in person on behalf of the member shall need to present the Inspector(s) with proof, deemed sufficient to the Inspector(s), of the individual's status as general power of attorney for the member.
- m. A member that already submitted a ballot may attend a membership meeting but will not be given a new ballot to vote at the meeting.
- n. If a ballot has not been previously received by the Inspector(s) for a particular property address, a member from that address in attendance at the membership meeting will be given a ballot along with two envelopes to mark and cast in secret at the membership meeting.
- o. No person may open any envelopes or otherwise review any ballot prior to the time and place at which the envelopes are opened and the ballots are counted and tabulated by the Inspector(s). Any candidate or Association member may witness the counting and tabulation of the votes.

## **10. Proxies**

- a. The Inspector(s) shall determine the authenticity, validity and effect of proxies, if any. A proxy will be accepted if the Inspector(s) determines the proxy meets the requirements of the Bylaws and California Civil and Corporations Codes.
- b. The proxy holder must be present in person at the membership meeting and shall cast the proxy giver's vote by ballot at the meeting unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the proxy giver's ballot.
- c. Any member who gives another member his or her proxy does so with the full understanding that the Association and Inspector(s) will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy giver's direction.

## **11. Effect of Submitting Secret Ballot**

- a. Once a ballot is received by the Inspector(s), that ballot cannot be changed, retrieved or revoked.
- b. Once a member submits a ballot with regard to the member's separate interest, no other ballot or proxy may be submitted for that property. Should more than one ballot be submitted with regard to a particular separate interest, the ballot which was earliest received shall be counted for that property. If it cannot be determined which ballot was earliest received, no ballot will be counted for that property except one ballot for quorum purposes only at the discretion of the Inspector(s).

## **12. Determination of Quorum**

The Inspector(s) will determine whether quorum has been obtained based upon the count of the number of members voting by proxy or by a returned ballot. Upon determination that a quorum has been obtained, the Inspector(s) may close registration at the polls.

## **13. Adjourned for Lack of Quorum/Recessed Meetings**

A membership meeting may be adjourned to a later date and/or time by the vote of the majority of members present in person or by proxy. Ballots received by the Inspector(s) in properly completed, sealed envelopes will be valid for adjourned membership meetings. The Inspector(s) may request that any meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as may be required by law. The Inspector(s) will continue to maintain custody of the ballots.

## **14. Consultation With Association Counsel**

The Inspector(s) will have the authority to confer with Association legal counsel in advance of or at the meeting. Legal counsel represents the Association and does not represent the members, candidates, Inspector(s), Board members, management or any other individual. By the adoption of these Election Rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspector(s) regarding issues or matters related to the Inspector(s)' performance of their duties for the Association. The Inspector(s) may confer with Association legal counsel outside the presence of the members.

## **15. Tabulation, Counting, Inspectors' Conduct, Etc.**

- a. Once a quorum is determined present and balloting has been closed by the Inspector(s), the Inspector(s) may open the sealed envelopes and begin the count and tabulation at a duly noticed membership meeting or Board meeting.
- b. Members and candidates may witness the counting and tabulation from a distance of at least 5 feet.
- c. The Inspector(s) are not required to provide members or candidates with information, answer questions, or engage in discussion.



- d. Any witness or observer may be ejected or removed by the Inspector(s) for disruptive, noisy or rude behavior.
- e. Inspectors shall make all determinations regarding ballots and vote counts, including deciding whether to count a ballot for quorum purposes only if the Inspector(s) find they cannot determine the voter's intent.

#### **16. After Tabulation**

- a. The tabulated results of the election shall be promptly reported to the Board, recorded in the minutes of the next meeting of the Board and be available for review by Association members.
- b. Tie Votes. For election of directors, in the event of a tie vote, the Association will notice a special membership meeting and send out ballots to all members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein, to the extent they are applicable to a run-off vote. No previously cast ballots will be used at the meeting to break the tie.
- c. Within 15 days of the conclusion of the election/vote, the Board shall publicize the tabulated results of the election/vote in a communication directed to all the members.
- d. If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. However, the Association will not be responsible for redacting or protecting any information added to a ballot by a member.
- e. The Inspector(s) may establish procedures for the review and recount by members.

#### **17. Access to Association Facilities and Communications/Use of Association Funds**

- a. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters, Internet websites, or other Association publications during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.
- b. The Association shall not edit or redact the content from the communications of candidates and members advocating a point of view but may provide a statement specifying that the candidate or member, not the Association, is responsible for that content.
- c. All candidates and members advocating a point of view shall have access to the common area meeting space, if any exists, for purposes reasonably related to the election or vote, at no charge.

### **SECTION III: ARCHITECTURAL CONTROL**

One of the primary responsibilities of the Association is to protect your property values by maintaining architectural control of the Association. Your Association has an Architectural Review Committee (ARC) as provided in the Association's governing documents.

Please remember that prior ARC approval is required before making any modifications to your property, including installation of satellite dish antennas, screen doors, etc. In the event that you make a modification to your property without proper ARC approval, you may be required to remove the improvement or return the property to its original state.

Additionally, any homeowner who has already made unauthorized improvements please submit an ARC application for the improvement. A blank ARC application follows this notice for your convenience.

# SIENNA II AVANTE II MAINTENANCE CORPORATION

## ARCHITECTURAL PROCEDURES AND GUIDELINES

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### PURPOSE AND POLICIES

The goal of the following Architectural Guidelines is to preserve and enhance the beauty of the Sienna II Avante II Community and to assist the Association Member to design plans in conformity with this goal. The Architectural Committee shall make decisions regarding an external change or alteration on behalf of and for the good of the community as a whole. Any change not specifically addressed or outlined in these Guidelines will become a matter of reasonable discretion on the part of the Architectural Committee.

In the event of a conflict between this document and the CC&Rs, the CC&Rs shall control.

### THE COMMITTEE ROLE

**SCOPE:** All exterior alterations, additions, or changes to any structure or to the hardscape of any lot, must be submitted to the Architectural Committee for approval prior to any installation or commencement of construction.

**FAILURE:** Work commenced before architectural plan approval is subject to removal at the cost of the homeowner if subsequently deemed unacceptable by the Architectural Committee.

**DEVIATION:** If landscape or any improvements (hereinafter collectively referred to as "improvement") have been constructed or installed in a manner that materially deviates from the plans that were approved, the homeowner must resubmit. If the improvements are disallowed the improvements are subject to removal at the cost of the homeowner.

### MEETINGS OF THE ARCHITECTURAL COMMITTEE

The Architectural Committee will meet on a regular basis to review proposed plans and make recommendations regarding the approval/disapproval of plans. In addition, the Architectural Committee may review completed construction and landscaping to insure compliance to these Architectural Guidelines and the CC&Rs. The Architectural Committee will turn unresolved matters to the Board for appropriate remedial action in accordance with the CC&Rs.

### SUBMISSION OF APPLICATION

All applications must be submitted as outlined below, and must be approved in writing **prior** to the actual starting of work. Applications that do not contain all of the information required below will be returned for additional information, prior to review.

1. What to Submit:

Please submit **one (1) copy** of the following:

- A. Application Form.
- B. Complete Plans and drawings; showing:
  - The location of your residence on your lot, with all relevant dimensions indicated.
  - Complete dimensions of the proposed improvement.
  - Measurements of the proposed improvements showing relationship to your home and lot.
  - Detailed description of materials to be used in the improvements.
  - Drawing showing applicable elevations, footings, etc.
  - Plotted location of sprinklers, drains, trees, shrubs, fences, patios, patio cover, walls, pools, spas, etc., and all other structures.
  - Plants or trees to be used, as well as height at maturity.
- C. Color scheme of end product. Include paint chip, color sample, etc. if appropriate.
- D. Neighbor Comment Statements.
- E. Any pictures, brochures, etc. that might aid the Committee in it's decision.

**Note: Make submissions at least thirty (30) days prior to when you would like to commence construction in order to allow time for approval.**

2. Where to Submit:

All three copies of the application should be submitted to the management company:

**The Cannon Management Company  
6349 Riverside Avenue, 2<sup>nd</sup> Floor  
Riverside, CA 92506  
(951) 354-5365  
(951) 354-8968 Fax**

The management company will retain a copy on file, and forward a copy to the Chairperson of the Architectural Committee. Questions related to the submission of plans or the Guidelines should be made to Cannon Management.

### **ARCHITECTURAL SPECIFICATIONS**

1. Fences and Walls:

California Civil Code Section 841 requires that adjacent landowners share the cost of building and maintaining common fences. All homeowners have a right to privacy in their homes and immediate yards. However, the rights of other homeowners to enjoy natural landscape must also be respected simultaneously.

The following guidelines apply to all fencing within the community:

- No double fences shall be constructed unless originally constructed by the Declarant. In other words, adjacent landowners cannot construct separate fences parallel to one another.
- No fence may be more than six feet high.
- All applications for modifications to fences and walls require Adjacent Neighbor Notification;
- Vinyl fences may be permitted in white or tan; and
- Fences may be re-stained the same color to match the existing fence without ARC approval.

2. Patio Slabs, Walkways, Courtyards, Decking, Mow Strips:

Materials, which are acceptable for patio slabs, walkways, courtyards, and decking and mow strips are subject to ARC approval.

In all cases, colors must be clearly specified on the plans. Mow strips may be of redwood or other appropriate material, as determined by the Architectural Committee.

3. Patio Covers, Gazebo Covers:

Various materials are acceptable for patio covers and gazebos. The patio cover or gazebo cover must be painted either to match the trim of the house or to be of another acceptable color/stain approved by the ARC Committee.

**Aluminum, metal, plastic, fiberglass, cloth, composition shingle, or screens may be used with ARC approval.**

Patio covers and gazebo covers require Adjacent and Impacted Neighbor Notification.

4. Storage sheds are allowed in the rear yard only. If storage shed is placed in a location where it will be visible from the street or any common area the following guidelines apply;

- Overall exterior height cannot exceed eight (8) feet;
- Shed must coincide with color palette of existing structure;
- Shed must be maintained and neatly-kept in the same manner as the existing structure; and
- Installation of storage shed requires approval by Architectural Review Committee.

5. Miscellaneous Guidelines:

All of the following are policy guidelines only and approval by the Architectural Committee must be applied for.

6. Awnings:

The Architectural Committee must approve awnings.

7. Glass Tinting:

Mirror finishes will not be approved as the Architectural Committee finds it offensive to other homeowners

8. Lighting:

Exterior Lighting must be Low Voltage (24V). Higher voltage lighting will be approved if it is not directed, or if it is placed so that it does not create an annoyance to the neighbors, as determined by the Architectural Committee.

9. Pools:

Pools, spas, and related equipment will be considered on an individual basis.

10. Playground Equipment:

Swings, playhouse, and other playground equipment will be allowed in back yards only.

11. Rooftop Appliance:

Rooftop appliances will not be permitted except for Solar Panels as approved. Solar Panels may be approved if they are mounted directly on the roof and are of a color, size, and shape consistent with the roofline. Color should be as unobtrusive as possible. Solar panels are allowed within the plane of the roof only.

12. Screen Doors:

Screen doors on the front door or entrance should be color coordinated with the color of the house and in harmony of the design of the building. The Architectural Committee has the authority to control design of screen doors and to request removal if not in harmony as required. The ARC Committee must approve the screen doors.

13. Alternative Landscaping Guidelines:

- Alternative landscaping is any front yard landscape design intended to replace the builder's original installation. The following guidelines apply when re-designing any front yard landscape;
- Large areas should not be covered with a single material. A combination of materials must be used.
- An attractive combination of plants or vegetation must be used.
- Planted areas should be bordered with a complementing material.
- Landscape designs that contrast with adjacent yards must be tastefully bordered.
- "Drought tolerant" or "water wise" landscaping is acceptable. The above guidelines apply to drought tolerant landscapes.
- Any alternative landscape designs require approval by the Architectural Review Committee.

## **NEIGHBOR NOTIFICATION**

It is the intent of the Architectural Committee that the concerned homeowner consult neighbors on any Improvements that may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the Architectural Committee's decision.

1. Definition of Impacted Neighbor:

Impacted Neighbors are defined as all homes in the immediately surrounding area that would be affected by the construction of any Improvement (i.e. for example, if the improvement would be visible or heard by them or obstruct their view).

2. Statement:

A Neighbor Comment Statement must be provided to the Architectural Committee to acknowledge that all impacted neighbors have been notified about proposed improvements.

3. Inspection of Plans:

A copy of the proposed plans will be available for inspection by neighbors upon request prior to the scheduled Architectural Committee meeting.

#### 4. Objections:

Objections from adjacent, facing, impacted, and any other interested Neighbors should be in writing to any member of the Architectural Committee before the date of the meeting. Any objections received after approval will not be considered by the Architectural Committee regardless of the reason for delay.

### **APPROVAL**

#### 1. Meaning of Approval:

Approval by the Architectural Committee does not constitute approval by the City or County of Riverside NOR does approval by the City or County of Riverside constitute approval by the Architectural Committee. Architectural Committee approval means only that the plans meet the written satisfaction of the Architectural Committee, do not substantially impair the view of other lots, and are consistent and in harmony with the general plan of the community. As a practical matter, building permits will usually not be issued by governmental agencies until they are satisfied that the proposed plans comply with pertinent CC&Rs and homeowner specifications.

It is also recommended that all plans requiring City building permits be given a preliminary plan check by the City or County of Riverside to verify compliance with City Building Codes prior to submission to this Committee.

#### 2. Conditional Approval:

Approval is conditional upon the commencement of the work within 90 days after approval has been obtained or within a longer or shorter period specified by the Architectural Committee. Work must be performed diligently to completion. Revised plans incorporating any changes required by the Architectural Committee must be resubmitted and approved before any work can start. Work may start only after receipt of written approval and the satisfaction of any prior conditions related to the approval.

#### 3. No Liability:

The Architectural Committee, the Board of Directors, all members of the Association, Owner, or Developer shall not be responsible or liable to anyone in any way for any defect in any Improvement constructed in accordance with plans and specifications approved by the Architectural Committee, or for any reason of mistake in judgment, negligence, or nonfeasance arising out of the approval or disapproval or failure to approve or disapprove any plans.

4. Decision within sixty (60) days: In accordance with the CC&Rs, the Architectural Committee must approve or disapprove submitted specifications within sixty (60) days of receipt of plans. Failure to approve or disapprove the plans within the 60 - day period shall be deemed an approval of the plans. The Architectural Committee shall attempt to provide written approval or disapproval approximately one week from its meeting on the matter

#### 5. Revised Plans:

Revised plans incorporating any changes must be resubmitted and approved before any work can start.

#### 6. Disapproval:

Approval of any plans may be withheld not only because of non-compliance with the CC&Rs but also by reason of the reasonable dissatisfaction of the Architectural Committee with the plan, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed plans, the materials used therein or because of its reasonable dissatisfaction with any matters or things which render the proposed plans inharmonious with the general plan of the community or which would substantially impair the view from other lots.

#### 7. Appeal:

In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request via certified mail not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such requests to the appropriate Architectural Committee for review, whose written recommendations will be submitted to the Board. Such decision may be appealed by any member of the Board, the Architectural Committee or any Owner. Within forty-five (45) days following the receipt of request for appeal, the board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) days period shall be deemed a decision or favor of the appellant.

**IMPROVEMENTS NOT REQUIRING APPROVAL**

The following Improvements **do not require prior approval** of the Architectural Committee:

- Re-painting and/or re-staining the exterior surfaces of any structure, including the dwelling, in the original colors. Any **change of color requires** written **approval** from the Architectural Committee.

**COMPLETION OF IMPROVEMENT**

When work on the Improvement is completed, each homeowner will complete and return to the Architectural Committee a Work Completion Statement. The Committee may then inspect the exterior of the completed work as to conformity with the approved plans and notify the homeowner of any violation within 60 days.

**SIENNA II AVANTE II MAINTENANCE CORPORATION  
APPLICATION FOR ARCHITECTURAL APPROVAL**

**GENERAL INFORMATION:**

Homeowner(s) Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
Work Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**BRIEF DESCRIPTION OF IMPROVEMENT:**

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

To avoid delays, please attach as many additional pages as needed to properly describe the improvement to the Architectural Committee (ARC), including plans, sketches and/or diagrams showing all colors, dimensions, materials, location on the lot, etc.

**Disclaimers:**

- \* Architectural reviews will be limited to aesthetic matters only.
- \* ARC approval in no way relieves the homeowner of the responsibility for proper drainage.
- \* Approval from the ARC Committee for any improvement does not waive the necessity of obtaining required government permits or complying with the applicable zoning ordinances nor does approval from the ARC Committee guarantee approval from any other agencies. Obtaining government permits does not waive the need for ARC approvals. Approval must be obtained prior to commencing construction.
- \* By granting approval of an ARC application, the ARC Committee makes no warranties or claims regarding the structural integrity of the plans, drawings and specifications or that the improvement if completed consistent with the plans, drawings and specifications is free from defects.

Signatures of Applicant(s):

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

-----  
THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY

Homeowner's Account # \_\_\_\_\_

ARC File # \_\_\_\_\_

The Architectural Committee has determined that this application is:

\_\_\_\_\_ **APPROVED** (Subject to compliance with Association's CC&R's and By-Laws and approval by all applicable local, state, and federal agencies.)

\_\_\_\_\_ **DISAPPROVED AS SUBMITTED FOR THE FOLLOWING REASONS:**  
(A) Improvements detrimental to the surrounding properties as a whole  
(B) Improvements not in harmony with the surrounding structures  
(C) Improvements unreasonably interfere with other existing lots  
(D) Improvements will be a burden on the Association  
(E) Application incomplete; specifically: \_\_\_\_\_

Signature of ARC Member: \_\_\_\_\_ Date: \_\_\_\_\_



**SIENNA II AVANTE II MAINTENANCE CORPORATION  
NEIGHBOR COMMENT STATEMENT**

*Note: To avoid delays, please include a Neighbor Comment Statement for every neighbor that is affected by your planned improvement. Your neighbor's response is for information purposes only. You may be approved or denied regardless of your neighbor's input.*

**NEIGHBOR INFORMATION:**

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

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

**APPLICANT INFORMATION:**

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

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

*In relation to our residence, the neighbor's residence is (please circle one):*

North    South    East    West    Above    Below    Other: \_\_\_\_\_

**BRIEF DESCRIPTION OF IMPROVEMENT:**

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

**NEIGHBOR COMMENT:**

*We have reviewed the plans being submitted for architectural approval by our neighbor. Our evaluation of the proposed improvements shown on the plans is as follows:*

\_\_\_\_\_ **WE DO NOT** find the proposed improvements objectionable

\_\_\_\_\_ **WE DO** find something objectionable about the proposed improvement, specifically:

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

**Signatures of Neighbor(s):**

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

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

**SIENNA II AVANTE II MAINTENANCE CORPORATION  
NOTICE OF COMPLETION FORM**

*GENERAL INFORMATION:*

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

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

*BRIEF DESCRIPTION OF IMPROVEMENT:*

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

**NOTE:** Please use this form to let the Architectural Committee know when approved improvements are completed so that the committee may make a final inspection of the improvements and confirm conformity with the approved plans.

*NOTICE OF COMPLETION AND PERMISSION TO INSPECT:*

On \_\_\_\_\_ (completion date), I completed the improvements to my property as described in my approved plans. The Architectural Committee has my permission to make a final inspection of the improvements.

Signatures of Applicant(s):

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

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

-----  
*THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY*

Homeowner's Account Number is \_\_\_\_\_.

This application has been assigned ARC File Number \_\_\_\_\_.

The Architectural Committee has made a final inspection of the improvements and find that the improvements:

\_\_\_\_\_ **ARE** in conformity with the approved plans.

\_\_\_\_\_ **ARE NOT** in conformity with the approved plans; specifically: \_\_\_\_\_

Signature of ARC Member:

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

## **SECTION IV: PARKING AND TOWING**

**PARKING AREAS.** Parking within the community is allowed in designated parking areas only. Homeowners may not modify any parking space in any way that prevents the parking of a standard sized vehicle in that space. Vehicles parked in cul-de-sacs must be parked parallel with the curb. Also, vehicles parking adjacent to a red curb will be subject to tow.

**RESTRICTED PARKING AREAS.** Vehicles parked in fire lanes/adjacent to fire lanes, not parallel with the curb in cul-de-sacs, and along red curbs are subject to immediate tow at vehicle owner's expense.

**SPEED LIMIT.** The speed limit within the Association is 25 MPH. Residents must maintain a safe and reasonable speed at all times while driving within the community. Any homeowners, residents and/or guests exceeding the 25 mph speed limit will be in violation of the Association's Rules and Regulations and the Violation Enforcement Procedure will be enforced.

**INOPERABLE VEHICLES.** Inoperable vehicles, including vehicles with expired tags, may not be stored or parked at any time within the community or in driveways.

**REGISTRATION REQUIRED. *California DMV Code 4000.*** No person shall drive, move, or leave standing upon a highway, or in an off-street public parking facility, any motor vehicle, unless it is registered and the appropriate fees have been paid under this code or registered under the permanent trailer identification program, except that an off-highway motor vehicle which displays an identification plate or device issued by the department pursuant to Section 38010 may be driven, moved, or left standing in an off-street public parking facility without being registered or paying registration fees.

**PARKING REGULATIONS FOR COMMERCIAL VEHICLES.** Article 3, section 3.16(e) of the Association's governing documents states: "The following vehicles and actions are not permitted unless parked wholly within a closed garage or in the rear yard, hidden from view by a fence.

***Commercial vehicles are defined as follows:***

1. "Commercial vehicle" means a vehicle of a type required to be registered under the California Vehicle Code, used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property.
2. Vehicles with ladder or rebar racks, landscaping or construction equipment.

***Exceptions:***

1. Any vehicle making pickups or deliveries of goods, wares or merchandise from or to any building or structure located on the restricted highway, street, or alley, or for the purpose of delivering materials to be used in the actual repair, alteration, remodeling or construction of any building or structure upon the restricted highway, street, or alley;
2. Any vehicle parked in connection with, and in the aid of, the performance of a service to or on a property in the block in which such vehicle is parked;
3. Any school or passenger bus under the jurisdiction of the Public Utilities Commission;
4. Any vehicle owned by a city, county, state, public entity or licensed contractor engaged in the installation, maintenance, or repair of any public property, utility or highway;
5. Any authorized emergency vehicle as defined by the California Vehicle Code

***Recreational Vehicles***

Recreational vehicles are strictly prohibited from parking on the streets within the community and must be parked/stored behind a gate in the rear yard hidden from view. Any homeowners, residents and/or guests found in violation will be subject to a possible fine and/or legal action and immediate tow at the vehicle owner's expense.

**Recreation vehicles are defined as follows:**

1. Campers, camper shells, motor homes, recreational trailers and vehicles;
2. Boats (motorized and non-motorized), personal watercraft;
3. Dirt bikes, all-terrain vehicles (ATV), and/or off-road vehicles;
4. Trailers: Utility trailer, motorcycle trailer, boat trailer, semi-trailer, and/or horse trailers.

**Exceptions:**

1. Recreational vehicles may be parked in the driveway or on the street directly in front of the owner's residence for a period of not more than forty-eight (48) hours, twice a month, for the purposes of loading, unloading or cleaning of said vehicle, or
2. Any visitor/guest of a homeowner or resident may park their RV on the street directly in front of the residence of the person they are visiting not to exceed 48 hours, twice a month, while visiting the resident.

*The Association Board interprets "hidden from view" as meaning not visible from the street. So, in general, an RV, boat or other recreational vehicle must be parked behind/aside a fence or wall that is at least as tall as the recreational vehicle.*

*Owners are encouraged to seek architectural approval for the manner in which they propose to park a recreational vehicle before purchasing the vehicle. That way, issues regarding whether the vehicle can be appropriately "hidden from view" can be resolved before the vehicle is purchased. If the vehicle cannot be adequately hidden from view, the vehicle must be parked offsite.*

*Before any existing wall or fence may be modified, a new wall or fence installed or before ingress/egress is prepared, the owner must obtain specific written architectural approval for the modification or new installation from the Architectural Committee.*

*Several years ago the developer controlled Board approved several RV parking situations where the RVs are not hidden from view as required by Article III, Section 3.16(e). The Association is precluded from reversing those approvals. But, the Board does not intend to permit any new violations of Article III, Section 3.16(e).*

*Any new recreational vehicles are subject to the CC&R Section 3.16(e) requirements. Where approval was granted for parking a recreational vehicle, such approval is specific to the recreational vehicle at issue. It is the owner's obligation to so inform any tenants and prospective buyers who might otherwise incorrectly believe that just because a recreational vehicle is parked on the lot, the tenant or buyer will be able to park a different recreational vehicle on the lot.*

## **SECTION V: MISCELLANEOUS**

### **A. HOLIDAY DECORATIONS**

Please know that all holiday decorations (Halloween, Thanksgiving, etc) can be displayed four (4) weeks prior to the holiday and must be taken down two (2) weeks after the holiday; with the exception of any holidays falling in the month of December, all holiday decorations/lighting must be taken down by February 1<sup>st</sup>.

### **B. PETS**

Each Owner or Resident shall be responsible at all times for: (i) keeping pets properly restrained on a leash at all times when located outside of the homeowners residence, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by his or her pet in the common area.

### **C. SKATE/BIKE RAMPS**

The use of bike/skate ramps are permitted within the Association and must be put away (inside closed garage and/or hidden from view) when not in use. The parents are responsible for the safety and welfare of any and all children playing on their bike and/or skate ramp.

### **D. BASKETBALL EQUIPMENT**

Basketball equipment/stands are permitted on the street, sidewalk areas and/or in driveways and must be put away (inside closed garage and/or hidden from view) when not in use.

**Any homeowner found in violation of the Rules and Regulations will begin the Association's Standard Violation Enforcement Procedure and will be subject to a possible fine and/or legal action.**

## **SECTION VI: NON-RESIDENT OWNERS**

The Board of Directors has the following recommendations for homeowners that do not reside within their homes:

**Address of Record:** The Association maintains an "address of record" for each homeowner that represents that homeowner's mailing address for all correspondence from the Association. Homeowners that do not live within their homes (such as homeowners that lease out their homes to tenants) should change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, delinquency notices, violation enforcement letters, or other important legal notices. To change your address of record please notify Cannon Management in writing or fill out the Homeowner and Resident Registration Form in the section titled "Registration of Homeowners and Residents" below.

**Tenant Lease Agreements:** Homeowners are responsible to ensure that any of their invitees, including tenants that rent their home, follow the Association's rules and regulations. As such, tenant lease agreements should clearly indicate that the tenants have been provided with a copy of the Association's governing documents, including the CC&Rs, Rules and Regulations, Parking Regulations, etc., and that the failure of the tenant to follow the rules of the Association is a breach of the lease. Owners should, of course, consult with their real-estate attorneys on any landlord/tenant issues, including lease agreements.

## **SECTION VII: ASSESSMENT COLLECTION POLICY**

Prompt payment of assessments by all owners is critical to the financial health of the Sienna II Avante II Maintenance Corporation ("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 pursuant to the Davis-Stirling Common Interest Development Act (Civil Code ("CC") §4000, et seq.) (the "Act"), and the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sienna II Avante II Maintenance Corporation recorded on May 3, 2006, as Instrument No. 2006-0322792("CC&R's"). The Board has adopted this Assessment 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 CC §5310(a)(7):

**1) Due Dates:** Annual assessments shall be paid in equal monthly installments. 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 property at the time the assessment or other sums are levied. (CC&R's, Article VI, Section 6.02 (a); CC §5650(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.

**3) Late Charges:** Unpaid monthly assessment installments are delinquent 15 days after they are due. (CC&R's, Article VI, Section 6.05 (a)(1); CC §5650(b)). A late charge not exceeding ten percent (10%) of the delinquent assessment or \$10.00, whichever is greater, will be charged for any assessment which is not paid in full within 15 days of the due date. (CC&R's, Article VI, Section 6.05 (a)(1); CC §5650(b)(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&R's, Article VI, Section 6.05 (a)(3); CC §5650(b)(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 may 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. (CC §5260(b)) Any such request must be mailed to the Association in a manner that complies with CC §4035. 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 §5855. 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 §4510)

**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 §5660, by certified 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 and/or Request ADR:** 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 established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act ("ADR"). (CC §5660)

**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 §5665) 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 any standards for payment plans adopted by the Association.

**12) 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 §5675) 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. Partial payments will be accepted, but will not stop the recording of the lien for the remaining balance of delinquent assessments, late charges, interest and costs of collection. (CC §5673)

**13) 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 §5678(e)) Any lien recorded by the Association will remain as an encumbrance against the property until the debt secured thereby is satisfied.

**14) 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 IDR and/or ADR pursuant to CC §5705. The decision to pursue IDR or a particular type of ADR shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

**15) 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. (CC §5720(b)(2)) The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

**16) Notice to Owner of Decision to Foreclose:** If the board of directors decides to initiate foreclosure upon a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). 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 §5705(d))

**17) Release of Lien Upon Satisfaction of Debt:** Within 21 days of full payment to satisfy a lien, and after confirmation that such payment has cleared, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685(a))

**18) Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant to Article 5 of the Act.



**19) Association's Addresses:** Any payments, notices or requests sent to the Association should be sent to the following addresses:

Regular payments:

Sienna II Avante II Maintenance Corporation  
c/o Cannon Management  
P.O. Box 95793  
Las Vegas, NV 89193-5793

Overnight payment of assessments, notices or requests:

Sienna II Avante II Maintenance Corporation  
c/o Cannon Management  
6349 Riverside Avenue, 2<sup>nd</sup> Floor  
Riverside, CA 92506

Or on-line

at <https://onlinepay.allianceassociationbank.com/home.aspx>

**20) 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.

*May 2015*

## **SECTION VIII: STANDARD VIOLATION ENFORCEMENT PROCEDURE**

Your Board of Directors has established the following standard procedure for addressing most violations of the Association's governing documents. In certain circumstances, at the discretion of the Board of Directors, this procedure may be accelerated. The Standard Violation Enforcement procedure is as follows:

- 1st Violation - Send a violation letter to the homeowner/30 days to rectify issue**
- 2nd Violation (or continued violation) - Send a second violation letter/15 days to rectify issue**
- 3rd Violation (or continued violation) - Send notice of hearing letter**

At the hearing, the Board hears the alleged violations. If the homeowner is found to be in violation, the Board will either begin a legal action against the homeowner or assess fines according to the following fine schedule:

- First (1st) Violation is **\$100**; or
- **\$250** per month for **continued violations**

## **SECTION IX: HOMEOWNER REGISTRATION FORM**

**Registration of Homeowners and Residents.** To allow the Association to quickly contact homeowners and residents in the event of an emergency, each homeowner must fill out the "Homeowner and Resident Registration Form" below and return the form to Cannon Management. **It is the responsibility of each homeowner to keep this information current and up to date.**

In the case of non-resident owners, Owners must also provide the emergency contact information for their tenant(s) or occupant(s). Those homeowners that enlist the service of a professional property management company to manage their unit should also provide contact information for their manager. For your convenience, homeowners may fill out this form electronically (online) at the Association's web site.

As mentioned above, the Association maintains an "address of record" for each homeowner that represents that homeowner's mailing address for all correspondence from the Association. Homeowners that fill out the section below entitled "Mailing Address" will receive all of their Association correspondence only at that address.

Homeowners that do not live within their homes (such as homeowners that lease out their homes to tenants) should change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, delinquency notices, violation enforcement letters, or other important legal notices.

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### **SIENNA II AVANTE II MAINTENANCE CORPORATION HOMEOWNER INFORMATION FORM**

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

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

Mailing Address for all Association correspondence (if different than home address):

\_\_\_\_\_

Primary Phone Number(s): \_\_\_\_\_

Emergency Phone Number(s): \_\_\_\_\_

*If you are a non-resident owner, also please provide the emergency contact information for your tenant(s) or occupant(s) below:*

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

Primary Phone Number(s): \_\_\_\_\_

Emergency Phone Number(s): \_\_\_\_\_

*If you enlist the services of a professional property management company to manage your home, please provide contact information for your manager below:*

Manager Name: \_\_\_\_\_

Primary Phone Number(s): \_\_\_\_\_

## **SECTION X: COMMITTEES**

The Board has established the following standing committees to assist the Board in the day-to-day management of the Association. Homeowners interested in serving the Association by participating on any of these committees please contact the Association's management company.

### **Finance Committee**

The Board tasked the committee with the following:

- Formulating the Association's annual operating budgets;
- Cash management of the Association's cash accounts; and
- Address any other financial related issues for the Board.

### **Rules Committee**

The Board tasked the committee with the following:

- Make regular inspections of the Association and note any violations of the Association's governing documents;
- Address complaints from homeowners about residents violating the Association's governing documents;
- Make recommendations to the Board for common area improvements; and
- Address any other common area related issues for the Board.

### **Grounds Committee**

The Board tasked the committee with the following:

- Coordinate with the Association's landscape maintenance vendor on behalf of the Association;
- Make recommendations to the Board for landscaping improvements to the Association; and
- Address any other landscaping related issues for the Board.

### **Neighborhood Watch Committee**

The Board tasked the committee with:

- Coordinate Neighborhood Watch style education and programs for the Association;
- Coordinate with the Association's patrol service vendor (if any) on behalf of the Association;
- Make safety and/or security recommendation to the Board of Directors; and
- Address any other safety and/or security related issues for the Board.

### **ARC Committee**

The Association's governing documents task the committee with:

- Prepare and promulgate Architectural Committee Rules and guidelines;
- Review and consider all ARC applications for approval or disapproval; and
- Address any other architectural control related issues for the Board.

## **Sienna II Avante II Walk-Through Committee Guidelines**

### **1. Landscaping:**

- a. Lawn – Neatly maintained. Regularly mowed, trimmed, weeded, and watered. Lawn maintenance equipment (garden hose, etc.) is properly stored and out of sight.
- b. Side Yards – Neatly maintained. Trimmed regularly, watered, weeded, no dead shrubs.
- c. Flowerbeds - Neatly maintained. Regularly weeded, trimmed, watered, and no dead shrubs/flowers.
- d. Trees – Neatly maintained. Trimmed of all dead debris/branches.

### **2. Fencing / Gates:**

- a. Neatly maintained. Repair or replace as needed.
- b. No construction supplies, equipment or tools to be propped onto fence-line or gates. Any area that is visible from the street applies.

### **3. Driveway & Sidewalks:**

- a. Neatly maintained. Void of oil leaks, cat litter.

### **4. Garage Doors:**

- a. Neatly maintained. Paint, repair, or replace as needed.
- b. No propped open doors when not in use.

### **5. Shutters:**

- a. Neatly maintained.
- b. Painted and not falling off the dwelling.

### **6. Misc. House Exterior:**

### **7. Trash Cans:**

- a. Removed promptly from street within 24 hours after trash pick-up.
- b. Not warehoused in plain sight. Not visible from the street applies.

### **8. Vehicles:**

- a. Illegally Parked
- b. Abandoned
- c. Maintain vehicles to avoid oil leaks
- d. Expired Tags
- e. RV's
- f. Boats
- g. Wave Runners
- h. Trailers
- i. Motorcycles

### **9. Animals:**

- a. Leashed & controlled
- b. Soiling Discarded

### **10. Loud Noises (Nuisance):**

- a. Pet
- b. Any noise the Board deems a nuisance

