

**THE BLUFFS ALONG  
THE SANTA BARBARA COAST  
HOMEOWNERS ASSOCIATION**



*The Bluffs*

**Community Handbook**

**Adopted July, 2008**

**Amended November 28, 2012**

Professionally Managed by The Management Trust- Goetz Manderley  
Phone (805) 938-3131  
Fax (805) 938-1366

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**THE BLUFFS ALONG THE SANTA BARBARA COAST  
HOMEOWNERS ASSOCIATION**

**Annual Policy Statement**

In compliance with California Civil Code §5310 the association is providing the following disclosures to the members.

- 1) The Board of Directors has designated their management company to receive all communication on behalf of the association. Please send all communication to the following address:

The Management Trust – Goetz Manderley  
2429 Professional Parkway Suite 102  
Santa Maria, CA 93455  
Phone (805) 938-3131 - Fax (805) 938-1366

*Please see the enclosed association communication policy which provides detailed instructions on how owners must send documents and other communication to the association.*

- 2) Pursuant to Civil Code Section 4040(b), an owner has the right to submit, in writing, a secondary address to the association's management company for the purpose of receiving (1) annual reports the Association is required to provide and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address.
- 3) The Board of Directors has designated the following location for posting of a general notice to the members: Notices will be posted in the common area and/or mailed to all owners of record at their designated address.
- 4) Pursuant to Civil Code 4045(b), upon receipt of a written request to the association's management company, an owner may receive General Notices by Individual Delivery.
- 5) In accordance with California Civil Code 4950 homeowners have the right to copies of the minutes of meetings of the Board of Directors excluding executive session minutes. Minutes of all Board of Directors meetings are kept on file at the office of the association's management company and will be made available within 30 days of a meeting. Minutes may be viewed or obtained during regular business hours, by giving reasonable notice, to the association's management company. The association may require reimbursement of the association's costs for making that distribution.
- 6) Pursuant to Civil Code 5730 the statement of assessment collection policies is included in this packet.
- 7) The association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments is included in this packet titled Policy and Procedures for Collection of Delinquency Assessments, Fees, Charges and Costs.
- 8) The association's discipline policy, including a schedule of penalties for violations of the governing documents is included in this packet titled Violation and Fine Procedure.
- 9) A summary of dispute resolution procedures:

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

Members are also entitled to enact the Association's "Internal Dispute Resolution Procedure." If your association has approved an Internal Dispute Resolution Procedure, it is included in this packet. If your association has not approved an Internal Dispute Resolution Procedure, the association follows the Statutory Dispute Resolution Procedure as stated in Civil Code Section 5915.

- 10) Pursuant to Civil Code 4765 the association has adopted an Architectural Review Procedure. This policy is included in this packet.
- 11) The mailing address for overnight payment of assessments is:

The Bluffs Along The Santa Barbara Coast Homeowners Association  
2429 Professional Parkway Suite 102  
Santa Maria, CA 93455  
Phone (805) 938-3131 - Fax (805) 938-1366

**THE BLUFFS ALONG THE SANTA BARBARA COAST  
HOMEOWNERS ASSOCIATION**

**COMMUNICATION AND DOCUMENT DELIVERY POLICY**

Unless otherwise authorized by the Board of Directors all communication and documents must be directed to the association's management company. The management company is the agent to the Board of Directors and will process and forward all communication and documents to the proper parties. Owners must deliver all documents to the following address or call regarding association matters to the following phone number.

The Management Trust – Goetz Manderley  
2429 Professional Parkway Suite 102  
Santa Maria, CA 93455  
Phone (805) 938-3131 - Fax (805) 938-1366

Methods of delivering documents or correspondence that are authorized by the association: The following are acceptable methods for delivering documents (letters, architectural applications etc...) to the association:

- 1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the address above.
- 2) Personal delivery to the association's business address listed above during regular business hours. A written receipt will be provided upon request.

Methods of delivering documents or correspondence that *are not* authorized by the association: Due to the unreliable nature of e-mail, facsimile, and other electronic means of communication the association has deemed these as unacceptable forms of communication. If an owner chooses to send documents or communication in this manner the association will only accept them upon receipt. An acknowledgment that your document or correspondence was received will be sent to you.

*Owners sending documents or other communication should never assume that they are received by the intended party. Mail can be lost or delayed etc.... Owners should contact their association manager to verify that correspondence or documents have been received.*

# **THE BLUFFS ALONG THE SANTA BARBARA COAST COMMUNITY HANDBOOK**

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Welcome to The Bluffs Along the Santa Barbara Coast Homeowners Association!

Because living in a community is a unique experience that relies on the mutual cooperation of all to be successful; The Bluffs Along the Santa Barbara Coast Homeowners Association (“Association”) created this Community Handbook for your use. Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents. This Community Handbook details basic guidelines that, if observed, ensure that the buildings and overall community remain in good condition. Also, if observed, you will find that neighbors will 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 CC&Rs, 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 Handbook from time to time.

Please read this Handbook carefully. It’s the responsibility of each owner to make 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:

**The Bluffs Along the Santa Barbara Coast Homeowners Association  
C/O The Management Trust- Goetz Manderley  
2429 Professional Parkway, Suite 102  
Santa Maria, CA 93455  
Phone (805) 938-3131 Fax (805) 938-1366**

If you want to make any modifications to the exterior of your Home, 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 Review Guidelines section of this Community Handbook.

## **PURPOSE**

The purposes of the Association are to operate, manage, and maintain the community for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success. The Board governs the Association and meets regularly to make decisions on 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; notification of all meetings will be posted in your monthly Association assessment bill.

## **GETTING INVOLVED**

If you are interested in becoming involved in the Association, please contact the Management Company. Residents 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 Association Property or Common Area, please fill out the Violation Report Form and send it to the Management Company.

Please feel free to call or write to the Management Company, the Association's liaison, to discuss any questions or issues.

### **MAINTENANCE**

Owners and the Association have maintenance and inspection obligations. Owners should consult their Homeowners Reference Guide, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the CC&Rs, 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 Units.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area and Association Property.

### **MINUTES**

In accordance with California Civil Code 4950(b) homeowners have the right to copies of the minutes of meetings of the Board of Directors. Minutes of all Board meetings are kept on file with the Secretary of the Board, and at the office of The Management Trust- Goetz Manderley, 2429 Professional Parkway, Suite 102, Santa Maria, CA 93455 and can be viewed or obtained at any time by giving reasonable notice, to either a member of the Board of Directors, or Management.

### **INSURANCE DISCLOSURE**

In accordance with California Civil Code, Section 5300(b)(9) the insurance declarations page is included in this booklet.

Again, welcome to Community and please feel free to contact us with any questions you may have!

Sincerely,

*The Bluffs Along the Santa Barbara Coast Homeowners Association*

## **The Bluffs Along the Santa Barbara Coast Homeowners Association Community Guidelines**

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### **Introduction**

The Community Guidelines established for The Bluffs Along the Santa Barbara Coast Homeowners Association are intended to foster an environment of neighborliness, consideration, and cooperation. These Community Guidelines constitute Association Rules contemplated by the CC&Rs. All owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. 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 Bluffs along the Santa Barbara Coast community.

### **Animals:**

1. Residents may keep and maintain in such Owner's Lot a reasonable number of domesticated pets that does not conflict with city limitations, which include only dogs, cats, small caged birds, hamsters, guinea pigs and rabbits.
2. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.
3. Dogs are to be walked on a leash at all times when on any portion of the Property except within a Lot. Under no circumstances are pets allowed to run free to roam in the common area or be tied up to any trees, stakes or any exterior building structures.
4. Pet owners must **pick up after their pets** on their own property, all Association property or the property of another owner including but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.
5. Pets (including birds, rabbits, cats, dogs, etc.) are not allowed to be left unattended for long periods of time. Pets must be kept within an enclosed yard.
6. The owners of cats must attempt to keep cats indoors at dawn and dusk when birds are most active and vulnerable.
7. Animals may not be raised, bred or kept for any commercial purposes.
8. Any person bringing or keeping an animal in the community shall be 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. Owners should consult with their insurance agent on breeds that may not be insured.



9. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a danger or nuisance to other owners. The Association may adopt further rules and regulations restricting the size and weight of pets permissible in the Community.
10. Dogs that bark excessively may be asked to be removed from the community. The Board has the absolute power and discretion to order any sound proofing or to remove any dog whose barking poses a nuisance to the community.
11. Each owner of an animal acknowledges and understands that, given the location and natural habitat of the Development and the surrounding areas, stray domestic dogs, domestic and feral cats and other animals have a significant adverse impact on wildlife populations. The owners of cats permitted to be kept pursuant to this Section must attempt to keep cats indoors at dawn and dusk when birds are most active and vulnerable.

### **General Yard Maintenance & Restrictions**

1. Clothes, rugs or any other type of similar material may not be hung in this area. Drying or laundering of clothes or any other items is not permitted in this area or Association property. Clotheslines are not permitted.
2. Portable electric or propane barbeques are permitted. It is suggested to refrain from using charcoal or wood-burning barbeques.
4. Bicycles, toys, surfboards, watercraft of any kind, and exercise equipment shall not be stored in the front yards, driveways or lawn area on any lot.
5. Pets may not be left unattended in the front yards of any lot.
6. Awnings, ornamental screens or sunshades are not permitted unless expressly approved by the Design Review Committee (DRC).

### **Commercial Activity:**

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Residence, or the Common Property. This provision does not include construction of the project 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 requirements for the community (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 corporation;
4. The patrons or clientele of such activities do not visit the residence or park automobiles or other vehicles within the community;

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 lot.
6. The activity or business is consistent with the residential character or the project and otherwise conforms to the association's Governing Documents.

**Windows:**

1. Temporary window coverings, such as white or pastel color sheets, (excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of ninety (90) days from the close of escrow pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. Except as specifically provided above, no temporary window coverings shall be used to cover any door or window of any home.
2. The use of aluminum foil, newspaper, paint, reflective tinte as window covering, or any other material deemed unattractive by the Association in its Design Guidelines or Rules and Regulations, is prohibited.
3. Window tinting is not permitted.

**General:**

1. All rubbish, trash and garbage shall be regularly removed from the Community, and shall not be allowed to accumulate thereon. All containers must be located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise from your lot.
2. Wood-piles, storage areas, machinery and equipment shall be prohibited unless obscured from view of the common area.
3. Gazebos, tents, shacks, trailers, garages, outbuildings or structure of a temporary character shall not be used at any time as a residence, either temporarily or permanently.
4. Residents shall not cause or permit noises to be made in or outside their home or in the common areas, which interfere with the peace and quiet of other residents.
5. Exterior roof mounted mechanical equipment, poles or masts shall not be constructed on or attached to any residential dwelling or erected or maintained on any Unit, balcony, patio or yard area.
6. Temporary or permanent basketball standard or backboard, or other sports apparatus shall not be constructed, erected, installed or maintained on any Residence, Unit or yard area, or on any Association Property private street or driveway in the Community.
7. The installation of any "window style" air conditioning unit in any structure within the Community is not permitted, nor shall any person install any air conditioning unit upon the roof of any structure in the Community. Air conditioning compressors, if allowed by the Design Guidelines, shall be located at ground level along side or behind such lot, in compliance with all applicable City and/or County regulations, and concealed for sound attenuation purposes and in order to obscure such unit from the view from the Community streets and walkways.

8. Fences, awnings, ornamental screens, screen doors, sunshades or wall of any kind shall not be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction by Declarant or as are authorized and approve in accordance with Article IV.
9. Owners and occupants of any lot and their respective guests and invitees, are responsible for their own personal safety and the security of their property within the Community. Neither the Association nor Declarant shall in any way be considered an insurer or guarantor of safety or security within the Community, nor shall such parties be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measure undertaken.
10. When work is being performed on an individual lot by the owner, contractor or by a tradesman, daily cleanup of the common area involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the owner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the owner will be assessed cleanup costs as determined by the Board of Directors.
11. Water supply, sewage disposal or other water softener systems are not permitted unless such system is designed, located, constructed and equipped in accordance with the local water district, the City, the Board and any other governmental authorities with jurisdiction.

**Holiday Decorations:**

1. Holiday decorations are permitted on your lot; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to, trees bushes or other landscaped areas maintained by the Association, etc. Any decoration found in the common area will be removed at the owner's expense.
2. Decorations for holidays may be installed no more than two weeks prior to the holiday and must be removed within five days after the holiday. The exception being the period from the first Friday after Thanksgiving until January 10<sup>th</sup>, during which holiday decorations will be allowed for this duration.
3. Homeowners should be considerate of neighbors when decorating for holidays.
4. Homeowners will be held monetarily responsible for any and all damage caused to any portion of the common area by any type of decoration.

**Parking and Vehicle Restrictions:**

1. Only the following "conventional passenger vehicles" are permitted to park on the Property. Passenger vehicles: station wagons, family sedans, coupes, sports cars, convertibles, compacts, subcompacts, sport-utility vehicles, pick-up trucks with shell not extending above the cab level beyond one (1) foot, passenger minivans, passenger vans and passenger vans with extended tops not extending above the top more than six (6) inches.
2. No commercial or recreational vehicle or equipment shall be permitted to remain upon the property, including streets, alleys, driveways, or side and rear yards, unless parked in a private garage on a Lot. Recreational vehicles and equipment owned or rented by a Member may be parked in front of said Member's Lot for a maximum of four (4) in any forty eight (48) hour period for the purpose of loading

and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes. If parked longer than time allowed, the HOA has the right to tow the vehicle.

3. Owners may not park, keep or store on any part of the property (except within an Owner's fully-enclosed garage with the door closed) any Prohibited Vehicle. Prohibited Vehicles are defined as the following:
  - a. Commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
  - b. Buses or vans designed to accommodate more than ten (10) people or passenger vans with extended tops extending above the top more than six (6) inches. Vehicles having more than two (2) axels,
  - c. Trailers, Aircraft, Boats
  - d. Or any type of unlicensed off road vehicles
4. No repair, maintenance or restoration of any vehicle may be conducted anywhere on the Property. No person may carry on in any portion of the Properties any vehicle repair, maintenance or restoration business.
5. Garages shall at all times be maintained in such a way as to accommodate the number of vehicles for which it was originally constructed by Declarant.
6. Garages may not be used for office space, workshops or converted for living, recreational activities or businesses.
7. Garage Doors must be kept closed except for reasonable periods while the garage is being used.
8. Any vehicle parked improperly or illegally may be subject to tow away at owner's expense without prior notice.
9. Parking in the fire lanes or "No Parking" zones is strictly prohibited and vehicles are subject to immediate tow at vehicle owner's expense.
10. Parking blocking driveways is prohibited.
11. Off road vehicles, motorized scooters and the like are prohibited from being utilized in the community.
12. 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 entire residence (but not a portion thereof) 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. All owners who rent their residence shall submit names and contact numbers for their tenants to **The Management Trust- Goetz Manderley.**

2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Association's Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association no later than (7) days after executing a lease agreement.
3. A copy of all the Governing Documents shall be provided by the owner to each tenant or lessee. The leasing owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.
4. Use privileges for amenities, Association Property and Common Area will 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, dormitory or transient purposes or for any other purpose inconsistent with the CC&Rs.

**Satellite/Antenna Installation Policy:**

1. Owner's will not be permitted to construct and/or use and operate such Owner's own external radio and/or television antenna, exterior radio antenna, including without limitations, satellite dishes.
2. **If you would like to install a satellite dish/antenna, you are required to fill out the "Satellite/Antenna Installation Notification Form" PRIOR to installation of the device. The Satellite Installation Notification Form must be mailed or faxed to The Management Trust- Goetz Manderley PRIOR to the installation of the device. Approval is required.**
3. **The following are the installation requirements for all satellite/antenna device installations:**
  - a. The device may not exceed twenty (20) inches in diameter.
  - b. The device must be located as far out of site from the common area as possible.
  - c. The device may not be attached to the roof.
  - d. All wires and cables must be securely placed and if cables run along stucco cables must be painted to match the color of the stucco.

**Signs:**

1. **One** sign of reasonable size, advertising a lot for sale or rent may be displayed on his or her lot only. Signs may not be placed in the common areas, in windows or on walls/fences.
2. Flags, banners, lead-in signs, riders or flyer boxes are prohibited.
3. Resale signs should be 14"x18" and encased in a brown/beige metal carriage using the same brown letters (PMS 7518) and beige background (PMS 7501) used for The Bluffs sign face. The carriage and sign face must be the same aluminum used by The Bluffs. The sign may be no more than 24 inches in height and extend no more than 24 inches from the ground.
4. HOA members/agents may not place the gate code in the MLS or on the monument.
5. Signs may not be illuminated.
6. The sign may have one phone number and the name of the agency only. (i.e. 805.555.5555 *Global Properties*) No agent names. Flags, banners, flyer boxes and lead-in signs are prohibited.
7. After a property has closed escrow, all for sale or sold signs must be removed within three (3) days.
8. All commercial and non-commercial signs, posters, flags or banners may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

9. Posting or displaying of noncommercial signs, posters, flags, or banners on or in an Owner's separate Unit (not in Common Area) is permitted in accordance with the California Civil Code Sections 4705 and 4710.
10. The Association shall have the right and power to impose reasonable restrictions on the duration of the posting or displaying of and the condition of such signs,
11. Other signs or displays must be approved by the Architectural Committee prior to installation.

**Walkway Modification Guidelines:**

The homeowners association recognizes that:

1. Every street in the development has one curbside length of gravel with the other curbside being planted.
2. Gravel at curbside overlies primary utility lines for cable, electrical, water and gas lines.
3. The placement of gravel provides more accessible access to the utility lines in the event such access is necessary.
4. Each street section of gravel is interrupted by paver driveways servicing each lot.
5. On the non-gravel side of each street, the developer has consistently extended primary walkways to the curbside, using identical pavers as those for the driveways.
6. It is important to maintain consistency in the overall appearance of the community.
7. Community members whose lots front on the gravel strips have reported difficulties with ease of access to their mailbox, vehicles on the street, and movement of pedestrians from the street to the primary walkway. No similar problems have been reported by residents on the developer-planted side of any street.
8. Several residents have requested, unsuccessfully, to replace a portion of the gravel at the end of their primary walkway with pavers identical to those used in their driveways.
9. The following lots have potential for adding pavers at the end of their primary walkway in place of gravel: lots 4, 5, 6, 13, 14, 18, 20, 21, 30, 32, 33 and 50. The following lots have developer-installed pavers to the curb from their primary walkway: lots 9, 10, 11, 12, 22, 24, 53, 54, and 62.

With respect to lot numbers 4, 5, 6, 13, 14, 18, 20, 21, 30, 32, 33 and 50, the Homeowners Association approves replacement of the gravel original builder installed pavers only at the end of the primary walkways under the following specific conditions:

1. The gravel be replaced with original builder installed pavers of identical type, color and shape and in the same design as those used in the primary walkway for the lot (same type, color, shape and design as the original and current driveways);
2. Replacement of the gravel shall be at the same width as the primary walkway, using the same original builder installed pavers;
3. Installation of pavers shall be in such a manner as to allow the pavers to be removable in the event access to the underlying utility lines is required; and
4. Removal of the pavers for access to the utility lines will be performed solely at the owner's expense and replaced solely at the owner's expense.
5. Owners will submit to the board or appropriate HOA committee a written application for placement of pavers.
6. Such application, if conforming to the foregoing, shall be approved and a copy of such application and approval shall be maintained by the HOA.
7. Homeowner would be responsible for the maintenance of the extended walkway.

THE BLUFFS ALONG THE SANTA BARBARA COAST
HOMEOWNERS ASSOCIATION
NOTICE OF SATELLITE DISH INSTALLATION

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

Address: \_\_\_\_\_ Lot #: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Satellite Dish Agreement:

I, \_\_\_\_\_ (Insert Your Name), have read the satellite installation procedure for the 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 to the Architectural Committee and obtain 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.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Fax or Mail to:
The Management Trust- Goetz Manderley
The Bluffs Along the Santa Barbara Coast Homeowners Association
2429 Professional Parkway, Suite 102
Santa Maria, CA 93455
Phone (805) 938-3131 Fax (805) 938-1366

\*\*\*\*\*

Board of Directors Use Only

IN COMPLIANCE

NOT IN COMPLIANCE

Corrections Required:

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

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

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# **THE BLUFFS ALONG THE SANTA BARBARA COAST HOMEOWNERS ASSOCIATION**

## **Architectural Review Guidelines and Procedures**

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### **General Guidelines:**

1. No construction, alteration, removal, relocation, repainting, demolishing, addition, modification, decoration, redecoration or reconstruction of any improvement, including without limitation, landscaping and the alteration of any established drainage pattern, plan, or grade on any portion of the Property, shall be commenced or maintained, until the plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location have been approved by the Architectural Committee.
2. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features.
3. Improvements requiring approval prior to installation include, but are not limited to, screen doors and other interior or exterior modifications as described in the Declaration.
4. Any changes to any of the entry door hardware must be approved by the Architectural Committee prior to installation.
5. The Architectural Committee has sixty (60) days from received date to approve or deny any application. All approvals or denials must be in writing.
6. The Architectural Committee or Board of Directors has the right to inspect any improvement after completion.
7. No vegetation or other obstruction shall be planted or maintained in such location or such height as to unreasonably obstruct the view from any other Lot or Dwelling Unit thereon in the vicinity. If there is a dispute between Owners concerning the obstruction of a view from a Lot or Dwelling Unit, the dispute shall be submitted to the Architectural Committee, whose decision in such matters shall be binding.
8. Refer to the CC&Rs and Landscape Design Guidelines for more detailed descriptions on items that require approval.

### **Fees and Deposits:**

1. The Association may utilize an outside consultant for review of Architectural requests. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.
2. The Board and Architectural Committee reserve the right to require additional deposits for certain types of construction. Such deposits are required thirty (30) days prior to commencement of any work.



**Plan Submittal and Re-Submittal:**

1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted at least sixty (60) days in advance of the anticipated start of the project. Please refer to the Landscape Design Guidelines for submittal requirements.

**Plans are to be submitted to: The Management Trust- Goetz Manderley, 2429 Professional Parkway, Suite 102, Santa Maria, CA 93455**

2. All technical and engineering matters are the responsibility of the owner.
3. Construction Drawings: 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 Architectural Committee to make an informed decision on your request.
4. **If your Lot has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (Architectural Committee or Board) cannot approve or supersede any type of restriction on your unit; therefore, if such restriction is accidentally approved it is the Owner's responsibility to advise of such and approval for such plans will be deemed denied by the Association.**
5. 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 written request must be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations will be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant; *provided, however*, the submitted plans and specifications shall remain subject to the Architectural Plans.
6. The Applicant must meet any review or permit requirements of the city in which the Property is located and/or the Coastal Commission prior to making any alterations or Improvements permitted hereunder and has obtained all permits necessary to legally authorize such construction or other activity. (CC&R's Article V)

**Contractor Guidelines:**

1. All architectural changes, modifications and improvements approved by the Committee hereunder must be commenced within one (1) year from the date of approval. If not commenced within one year from the date of such approval, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work prior to the expiration of the one year period.
2. All approved architectural changes, modifications and improvements must be completed in their entirety.
3. All contractors must adhere to the CC&Rs and the Landscape Design Guidelines.

4. Owners are responsible for ensuring that all sub contractors and workers are informed of the proper procedures.
5. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.
6. All Owners are responsible for any damage to common area caused by their contractor or their employees.

**Inspections:**

The Association and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor.

**Liability**

Any damage to the common area resulting from work being performed on a lot will be billed to the unit owner. This is the reason it is important for the owner to ensure the contractors have adequate general liability insurance, workers compensation insurance and vehicle liability insurance.

**Supervision:**

The owner must supply supervision for any major renovation involving demolition, relocation or removal of walls or any other major alteration.

**Tools and Equipment:**

Tools and equipment are to be used and stored in the unit or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials that are left in the common area.

# THE BLUFFS ALONG THE SANTA BARBARA COAST HOMEOWNERS ASSOCIATION

## Notice of Completion Form

This form must be completed and returned to the Association within thirty (30) days after the approved improvements have been completed.

Homeowner Name: \_\_\_\_\_

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

Lot #: \_\_\_\_\_

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

### Summary of Completed Improvements

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

Attachments (check box to indicate they have been enclosed):

- Copies of photographs of all improvements included. Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

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

By signing this form, the owner is stating that improvements have been completed in accordance with the scope and specification of the approved application and in accordance with the community's guidelines.

**Return form to:**  
**The Management Trust- Goetz Manderley**  
2429 Professional Parkway, Suite 102, Santa Maria, CA 93455  
Phone (805) 938-3131 Fax (805) 938-1366

**THE BLUFFS ALONG THE SANTA BARBARA COAST  
 HOMEOWNERS ASSOCIATION  
 Violation and Fine Procedure**

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1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the homeowner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note; the Board may determine that a “Notice of Hearing” is appropriate to send to the homeowner as the second letter, instead of a “Final Notice”, when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any of the following actions:
  - a. Suspend the homeowners voting privileges for a period determined by Board
  - b. Submittal of the matter to the Association’s legal counsel for further action. Such action will take place in accordance with California Civil Code 5955.
  - c. Levy of 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

Major violations: \$250.00 per occurrence

i.e. Failure to obtain DRC approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

\*Please note: Compliance Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

**Reporting Violations**

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized improvements, recreational vehicle storage in parking spaces, etc.), owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different 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 Board of Directors will not routinely provide the identity of the owners alleging the violation, it does not guarantee that the same will remain anonymous or have any duty to protect the privacy of such complaints.

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

Finally, the Board may determine the violation to be a neighbor-to-neighbor dispute in compliance with the neighbor-to-neighbor dispute resolution policy.

# THE BLUFFS ALONG THE SANTA BARBARA COAST HOMEOWNERS ASSOCIATION

## Violation Report Form

**Return form to: The Management Trust- Goetz Manderley**  
2429 Professional Parkway, Suite 102, Santa Maria, CA 93455  
**Phone (805) 938-3131      Fax (805) 938-1366**

### 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 homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then a signature of an additional homeowner representing a separate unit/lot within the community may be required to initiate the Association's violation procedure. **You must include your name and address in order to have this form processed.**

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

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

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

If necessary:

Additional Homeowner name: \_\_\_\_\_

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

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

## **POLICY AND PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS, FEES, CHARGES AND COSTS**

**POLICY**: Effective November 1, 2007 and pursuant to provisions of Senate Bill 137, the Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

**Assessments** - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

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

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

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

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

**Payments** - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5655 and the remaining unpaid balance shall be subject to this Policy.

**Payment Plans** - The homeowner may request a payment plan. This request must be made within fifteen (15) days from the postmark date of the prelien notice. The Board of Directors shall meet with/respond to the homeowner within forty-five (45) days from the postmark date of the homeowner request. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

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

**Returned Check Charges** - The bank charge (currently \$35.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank. The returned check fee is subject to change.

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

**Waiver of Charges** - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's

payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

**PROCEDURE:**

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

**Delinquencies:**

*\*In addition to the other costs of collection, the Association will assess a charge of \$10.00 for each late statement sent to an owner that has an assessment balance due to the Association. For every Pre-Collection Letter that is prepared and mailed a charge of \$35.00 will be assessed to the owner's delinquent account. For every Pre-Lien Notice that is prepared and mailed a charge of \$165.00 will be assessed to the owner's delinquent account. These collection costs are in addition to late charges that the association assesses on delinquent accounts. These collection costs are charged to the owner's account to reimburse the Association in accordance with the Association's delinquency policy and Civil Code Section 5650(b). Any payments returned by the bank for Non-Sufficient Funds will incur a charge of \$35.00 each.*

**15 Days Past Due:**

The account becomes delinquent and a late charge of \$10.00 or 10% of the delinquency (whichever is greater) will be charged to the delinquent homeowners' account.

**30 Days Past Due:**

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

**Two Months Past Due:**

A Prelien letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5660 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within thirty (15) days. The delinquent homeowner's account shall be charged \$165.00 for issuance of the Pre-lien letter.

**Three Months Past Due:**

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

**Preforeclosure:**

Upon Board approval, the delinquent account is assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter



shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

**Foreclosure:**

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 5705 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1,800.00 or the assessments are more than twelve months delinquent.

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

**Address for Overnight Delivery: The Management Trust- Goetz Manderley**

2429 Professional Parkway, Suite 102, Santa Maria, CA 93455

**Phone (805) 938-3131 Fax (805) 938-1366**

**THE BLUFFS ALONG THE SANTA BARBARA COAST HOMEOWNERS ASSOCIATION  
NEIGHBOR-TO-NEIGHBOR DISPUTE POLICY**

This Neighbor-to-Neighbor Dispute Policy was duly adopted by the Board of Directors of The Bluffs along the Santa Barbara Coast Homeowners Association. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Governing Documents for The Bluffs along the Santa Barbara Coast. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor-to-Neighbor Disputes".

**A. DEFINITIONS**

1. "Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint lodged by one Owner against another Owner which, in the Board's sole discretion, does not impact the Association Property (examples include, but are not limited to, 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.

**B. POLICY TERMS**

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment based upon the particular facts as to whether or not it constitutes a Neighbor-to-Neighbor Dispute.
2. If the 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 association involvement in resolving the dispute. For ADR, this may be accomplished by the complaining party serving the other (responding) party (ies) with a Request for Resolution in accordance with California Civil Code Section 5925.
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 Board shall determine whether a violation of the Governing Documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

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

## **POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT**

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

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 4930, the Board will set aside a period of time at the each Board meeting (called Open Forum) for the homeowners to address the Board.

### **The procedure for Open Forum is simple:**

1. Raise your hand to be recognized by the President of the Board or fill out the "Request to address the Board" form and wait for your name to be called.
2. State your concern in clear and simple terms, and please limit it to two (2) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to The Management Trust- Goetz Manderley by calling or writing (Open Forum is not the proper venue to report maintenance items). Any builder warranty items are to be directed to Comstock Homes by calling or writing (Open Forum is not the proper venue to report warranty issues).
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

### **Understanding Board Meeting Conduct:**

1. The Board meeting is a business meeting of the Directors of the Association.
2. As homeowners, you are members of the Association and you elected the Board members to take care of the business interests.
3. Business matters come before the Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Board members and with Management, if needed.
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least two (2) weeks before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting.
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Property Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing, and verbal requests will not be accepted.

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**THE BLUFFS ALONG THE SANTA BARBARA COAST  
HOMEOWNERS ASSOCIATION  
Privacy Policy**

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California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. The requesting member can only obtain the membership list if he/she articulates in writing a purpose reasonably related to his/her interest as a member. Unless the Board determines that a request for the membership list is made pursuant to a purpose not reasonably related to the requester's interest as a member, the requester must be provided with the membership list, or offer a reasonable alternative, as provided in California Corporations Code Section 8330(c).

California Civil Code of Section 5220 allows a member to opt out of the sharing of his or her name, property address, and mailing address by notifying the Association in writing that he or she prefers to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by the member.

If you choose to opt-out of sharing your contact information, please complete the form on the next page and send it either by mail, fax, or email to the Property Management Company.

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**THE BLUFFS ALONG THE SANTA BARBARA COAST  
HOMEOWNERS ASSOCIATION  
Privacy Policy Form**

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If you do not want your name and address to be disclosed to other members in the Association and would like the Association to withhold such information, you may opt out of the sharing of your name, property address and mailing address by completing this form. This opt-out shall remain in effect until changed by you.

**DESIGNATION FOR OPTING OUT OF PERSONAL INFORMATION DISCLOSURE**

\_\_\_\_\_ I/we opt out of the sharing of my/our name, property address and mailing address under the membership list, pursuant to Civil Code Section 5220, and prefer to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by me.

\_\_\_\_\_ I/we do not opt out of the sharing of my/our name, property address and mailing address under the membership list.

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

**Print Name:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

**Please mail, fax or email this form to:**

**The Bluffs Along the Santa Barbara Coast Homeowners Association  
C/O The Management Trust- Goetz Manderley  
2429 Professional Parkway, Suite 102, Santa Maria, CA 93455  
Phone (805) 938-3131 Fax (805) 938-1366**

**SUMMARY OF  
INTERNAL DISPUTE RESOLUTION PROCESS  
AND  
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

**I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS.**

In accordance with Civil Code Section 5900, the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's Governing Documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000) and Section 7110 et seq. of the Non-profit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute 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) An owner 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.
- (6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the Governing Documents of the common interest development or association; and (b) 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."

Please note that a member of the association may not be charged a fee to participate in the process.

**II. ALTERNATIVE DISPUTE RESOLUTION ("ADR").**

Please be advised that California Civil Code Section 5925 requires that the Association and owners endeavour to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 5925, please review all of the provisions of the statute or seek your own independent legal counsel.

**PARTIES BOUND BY THE STATUTE**

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

**DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)**

Section 5930 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavoured to submit their dispute to ADR. An “enforcement action” is defined as a civil action or other proceeding for any of the following purposes:

- 1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 4000);
- 2) Enforcement of the California Non-profit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
- 3) Enforcement of the Association’s Governing Documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

**DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE**

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$7,500. The following types of disputes are specifically excluded from being required to resort to ADR:

- 1) A Small Claims action;
- 2) Assessment collection, except as provided for in Civil Code Section 5625;
- 3) Claims for money damages in excess of \$7,500 in conjunction with a claim for declaratory, injunctive or writ relief;
- 4) Action for preliminary or temporary injunctive relief; and
- 5) The filing of a cross-complaint in response to a complaint already filed.

**COMPLIANCE PROCEDURES**

- A. INITIATING PARTY.** The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a “Request for Resolution” including the following information and language:
- 1) A brief description of the dispute;
  - 2) A request that the matter be submitted to ADR;
  - 3) A notice that the party receiving the Request for Resolution (the “Responding Party”) is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and
  - 4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 5925.
- B. SERVICE.** Request for Resolution may be served by personal delivery, First-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. RESPONDING PARTY’S OBLIGATION.** Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed “rejected.”
- D. TIME FOR COMPLETION OF ADR.** Where the request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance; however, the parties can stipulate in writing to extend this period.
- E. COST OF ADR.** The cost of ADR shall be borne evenly by the parties involved.
- F. TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.
- G. CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file a certificate with the initial pleading stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 5925; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.



**CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW**

The failure to file the aforementioned certificate with the court is grounds for a demurrer or motion to strike unless the court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

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

**NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

This summary is intended for the general information of the Association's members and specific reference is to be made to the actual language of the Civil Code in any particular set of circumstances. The Association shall not be liable for reliance upon or interpretation of this summary by any party.

Summary of Civil Code Section 5975

Prior to a member of the Association or the Association filing a civil action seeking to enforce the governing documents by:

- 1) declaratory relief or injunctive relief, or
- 2) declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than assessments, not in excess of seven thousand five hundred dollars (\$7,500), the parties shall endeavour to submit their dispute to a form of Alternative Dispute Resolution ("ADR") such as binding or nonbinding mediation or arbitration, unless the applicable time limitation for filing such an action would run within 120 days, or the action is a cross-complaint.

To initiate the ADR process a party may serve on the other party a "Request for Resolution" which shall include the following:

- 1) A brief description of the dispute between the parties,
- 2) A request for Alternative Dispute Resolution, and
- 3) A notice that the party receiving the Request for Resolution is required to respond thereto within thirty (30) days of receipt or it shall be deemed rejected.
- 4) The Request shall be accompanied by a copy of Civil Code Section 5975.

The Request for Resolution shall be served on the other party by any of the following:

- 1) By causing it to be delivered directly to the other party in person.
- 2) By causing it to be sub served pursuant to Code of Civil Procedure Section 415.20

The party receiving a Request for Resolution has thirty (30) days from receipt to accept or reject. If not accepted within thirty (30) days, the request is deemed rejected. If accepted, the alternative dispute

resolution shall be completed within ninety (90) days of the receipt of acceptance by the requesting party, unless extended by written stipulation by the parties. The costs of ADR shall be shared equally by the parties.

If a lawsuit is filed for the aforementioned actions, a certificate stating the following must be filed with the complaint:

- 1) ADR has been completed in compliance with the statute, or
- 2) One of the other parties to the dispute refused ADR, or
- 3) Preliminary or temporary injunctive relief was necessary, or
- 4) The limitation period for bringing the action would have run within the 120 day period.

In any action to enforce the Governing Documents, the prevailing party shall be awarded reasonable attorney fees and costs, and the court may take into consideration a party's refusal to participate in ADR in determining the amount.

**FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 5975 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.**

# THE BLUFFS ALONG THE SANTA BARBARA COAST HOMEOWNERS ASSOCIATION

## Rules for Voting by Secret Ballot Regarding Elections

Pursuant to California Civil Code Section 5105(a), the following rules and procedures shall apply for the Election and Removal of Directors.

### 1. Meeting at Which Secret Ballots Shall Be Tabulated.

1.1 The inspector(s) of election shall tabulate the ballots for the election of directors at the annual meeting of the owners or, if no quorum is present, at an adjourned meeting duly noticed. The Board of Directors shall determine the date, time and place of said annual meeting and/or adjourned annual meeting of the owners in accordance with the Association's Bylaws.

### 2. Nomination of Candidates.

2.1 At least sixty (60) days before the date of the meeting, at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Candidate Nomination Form.

2.2 According to the Association's Bylaws "The affairs of the Association shall be governed by a Board of Directors, each of whom, except for those appointed and serving as first Directors must either be an Owner or an agent of Declarant for so long as Declarant owns a Lot in the Project or is entitled to add any of the annexable Territory to the Property without the vote of the Members pursuant to the Declaration...The Board shall initially consist of three (3) Directors until such time as the majority of the Members vote to increase such number of Directors. At the first annual meeting, the Members shall elect three (3) Persons to the Board, and the Board shall thereafter be composed of three (3) Persons until such number of Directors is changed by approval of the Members..." [Bylaws, Article IV, Section 4.1] "Directors shall be elected by secret written ballot of the Members. At the first annual meeting of the Members, new Directors shall be elected by the Members as provided in these Bylaws, and all positions on the Board of Directors shall be filled at that election. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at any special meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. The term of office of the two (2) Directors receiving the highest number of votes at the first annual meeting shall be two (2) years and the term of office of the Director receiving the next highest number of votes at the first annual meeting shall be one (1) year (each Director elected to fill the vacancy created by the expiration of this initial one (1) year term shall have a term of office of two (2) years)...Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve..." [Bylaws, Article IV, Section 4.5(a)]

2.2.1 The Association's Bylaws were amended by the membership on August 19, 2014 to increase the number of Directors to 5 at the following annual meeting in 2015. Article IV, Section 4.1 (a) "*The authorized number of Directors may be changed only by a duly adopted amendment to the Bylaws. The Board shall consist of five (5) Directors.*"

2.3 Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth in Section 2.2 hereinabove, and must confirm their willingness to run

for election to the board.

2.4 Any candidate nominated by another person, prior to the deadline for nominations by the candidate nomination form, will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. Write-in candidates and candidates nominated from the floor, at the meeting, must be present to accept said nomination.

2.5 All candidates who meet the qualifications to serve on the Board, if any, and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.

2.6 The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.

3. **Inspector(s) of Election.**

3.1 The Board shall appoint one or three independent third party(ies) as inspector(s) of election after the close of candidate nominations, but before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to:

3.1.1 a volunteer poll worker with the county registrar of voters;

3.1.2 a licensee of the California Board of Accountancy;

3.1.3 a notary public;

3.1.4 a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and,

3.1.5 A person who is currently employed or under contract to the Association for any compensable services.

3.2 Prior to the secret ballots being mailed to all of the owners, the inspector(s) of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's property manager, if any.

3.3 The inspector(s) of election shall also do all of the following:

3.3.1 determine the number of memberships entitled to vote and the voting power of each.

3.3.2 determine the authenticity, validity, and effect of ballots, proxies, etc., if any;

3.3.3 receive ballots;

3.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

- 3.3.5 count and tabulate all votes;
- 3.3.6 determine when the polls shall close;
- 3.3.7 determine the result of the election;
- 3.3.8 perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

3.4 The inspector(s) of election may appoint and oversee additional persons to count and tabulate the votes as the inspector(s) deem(s) appropriate.

3.5 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.

3.6 Any report made by the inspector or inspector(s) of election is prima facie evidence of the facts stated in the report.

3.7 The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

**4. Secret Ballot Procedure; Record Date.**

4.1 Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting.

4.2 Ballots must ensure the confidentiality of the voters.

4.2.1 A voter may not be identified by name, address, or lot on the ballot;

4.2.2 The ballot may not require the signature of the voter;

4.2.3 The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address (separate interest identifier) with unit number if any, that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election of the Association, who will be tallying the votes. Failure to do so will invalidate the ballot and member's vote.

4.3 Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

4.4 A member may submit a written request to the Association for a receipt for delivery of the election materials.

4.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

4.6 Once cast, secret ballots cannot be revoked; they are irrevocable.

The polls shall open on the date the ballots are mailed, and close when the voting period is officially closed at the annual membership meeting by the Inspectors of Election.

5. **Campaigning.**

5.1 All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

5.2 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

6. **Handling of Ballots.**

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such a resident. The first secret ballot received for any residence shall be the ballot which is counted. Any subsequent ballots for the same residence which are received shall be deemed invalid and shall be discarded.

6.2 The sealed ballots at all times shall be in the custody of the inspector(s) of election, Ballot Collector, or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspector(s) of election, the ballots shall be transferred to the Association.

6.3 No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.4 After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

7. **Tabulation of Votes; Quorum Requirement.**

7.1 All votes shall be counted and tabulated by the inspector(s) of election in public at properly

noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.

7.2 The inspector(s) of election shall confirm that no more than one ballot was returned for each residence.

7.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes.

7.4 The inspector(s) of election may establish a physical boundary or buffer zone around them during the tabulation of ballots.

7.5 In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners.

8. **Announcement of Results.**

8.1 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

8.2 Upon certification of the election results by the inspector(s) of election, the newly elected Board members shall be deemed to have taken office.

8.3 Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

9. **Other Voting/Campaign Issues.**

9.1 The total number of memberships entitled to vote equals the total number of residences in the Association. However, owners whose voting rights have been suspended in accordance with the Association's governing documents after notice and hearing shall not be entitled to vote.

9.2 "...Cumulative voting shall be used in the election of Directors for any election in which more than two (2) Directors are to be selected, subject only to the procedural prerequisites to cumulative voting in the following sentence. A member may cumulate his votes for any candidate for the board if the candidate's name has been placed in nomination prior to the voting and if such Member, or any other Member, has given notice at the meeting prior to the voting of such Member's intention to cumulate votes. If a Member cumulates his votes, such Member may cast a number of votes equal to the Member's share of the voting power as set forth in the Declaration, multiplied by the number of Directors to be elected." [Bylaws, Article IV, Section 4.5(a)]

9.3 "Notwithstanding the foregoing, whenever (1) notice is given for an election of Directors of the Board and (2) upon such date the Members other than Declarant do not have a sufficient percentage of the voting power of the Association to elect at least one (1) Director through the foregoing cumulative voting procedure and (3) following such election, the Members other than the Declarant would not otherwise have a representative on the Board selected through the special procedure set forth in this Section 4.5(b), then such notice shall also provide for the following special election procedure. Election of one (1) Director shall be apportioned entirely to the Members other than Declarant. Any person shall be an eligible candidate for the

special election upon receipt by the Secretary of a Declaration of Candidacy, signed by the candidate, at any time prior to the election. Such election shall be by secret ballot and conducted in accordance with the procedures set forth in California Civil Code Section 5105(a). The person receiving a majority of the votes cast by the Members other than Declarant shall be elected a Member of the Board in a coequal capacity with all other Directors. The remaining Directors of the Board shall be elected through the customary cumulative voting procedure outlined above.” [Bylaws, Article IV, Section 4.5(b)]

9.4 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the association (except the ballot and voting materials and equal access communications sent pursuant to the Section, above, entitled "Campaigning").

9.5 The Board of Directors may enact and implement a "Meeting Code of Conduct" to govern the conduct of members at meetings.



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**THE BLUFFS ALONG THE SANTA BARBARA COAST INSURANCE DISCLOSURE**

In accordance with California Civil Code, Section 5300(b)(9) the following insurance disclosure is provided:

Insurance Agent: Millennium Risk Management & Insurance Services, Vicki Lopez, 949-679-7135

**General Liability Insurance:**

Insurer: Granite State  
Policy Limits: \$2,000,000 per occurrence  
\$4,000,000 aggregate  
Deductible: None  
Renewal Date: 8/8/15

**Directors and Officers Insurance:**

Insurer: Liberty Mutual  
Policy Limits: \$1,000,000  
Deductible: \$1,000  
Renewal Date: 8/8/15

**Property Insurance:**

Insurer: Granite State  
Policy Limits: \$105,000  
Deductible: 2,500  
Renewal Date: 8/8/15

**Fidelity Insurance:**

Insurer: Granite State  
Policy Limits: \$150,000  
Deductible: \$2,500  
Renewal Date: 8/8/15

Also, please note the following:

**This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies.**

**Although the association maintains the policies of insurance specified in the summary, the association's policies of insurance may not cover your property, including personal property, or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.**