



*COMMUNITY ASSOCIATION*

*COMMUNITY MANUAL*

## **WHAT IS A HOMEOWNER'S ASSOCIATION?**

Mystique Community Association is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to administer the CC&RS.

## **WHAT ARE THE CC&RS?**

The recorded Declaration of Covenants, Conditions and Restrictions, commonly referred to as CC&RS are the guidelines established for the Common Interest Community. These guidelines usually cannot be changed without a specified majority vote. This change then becomes an amendment and is recorded with the County Recorder's office. Failure to abide by the CC&RS can possibly result in a fine if the Board determines a violation has occurred. **You should carefully review the CC&RS.**

## **WHAT ARE THE BYLAWS?**

The Bylaws are the adopted guidelines and rules established for the operation of the homeowner's association. These Bylaws aid in the election of the Board of Directors, define duties and responsibilities of the Board and Officers and set other specifics which are necessary to properly operate the Association. **Again, you should carefully review the Association's Bylaws.**

## **WHAT ARE DEFINED AS COMMON AREAS AND FACILITIES?**

When the Community is totally developed, the Association and Condominium common areas and facilities that the Association will be responsible to maintain include the private streets/driveways, walkways, landscaping, fire suppression system, cluster mailboxes, lighting, exterior of buildings surfaces excluding glass, and doors etc. In addition, there are common services such as driveway sweeping, domestic water, sewer, exterior pest control, which the Association is responsible for paying through the collection of Assessments from the owners.

The "exclusive use common areas" which are set aside for the exclusive use of the occupants of the units include the decks, patios, and garages as designated on the condominium plan and the Grant Deed to your unit. Each owner shall maintain their exclusive use common area including any landscaping within the patio areas in a neat and clean condition at all times. In addition, each owner shall be responsible for cleaning and maintenance of the exterior doors, windows, fireplace/flue, air conditioning equipment that serves the unit and the interior of a garage, including the automatic opener, if any.

## **INSURANCE**

**The Association provides property coverage (fire, hazards, and liability) through a master commercial property insurance policy for the common areas and residence, you are responsible for paying any deductible that applies. Homeowners should carry their own insurance for their contents and unit liability and contact their own insurance agent for appropriate coverage.**

## **WHAT IS THE BOARD OF DIRECTORS?**

The Homeowner's Association is a corporation by law, and therefore a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the community.

These directors create the rules and regulations for enforcement within the community, oversee that money is being properly budgeted and spent as well as works with the managing agent in maintaining Association common areas.

## **WHO MAKES UP THE BOARD OF DIRECTORS?**

It is not uncommon that the initial Board of Directors consists of representatives of the builder. This is done to provide the individuals holding the majority ownership of the Community, with adequate protection of their interests, especially when the Community entails more than one phase.

However, the positions on this Board are held until there are enough closings to hold an election. This is usually within six months from the first closing. At this point in time, the homeowners will have an opportunity to elect some representatives to the Board.

## **WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?**

The Bylaws state the frequency of the Board meetings. Board meetings are open to all homeowners, but the Board has the right to limit participation by individual homeowners. Depending upon the business to be transacted, Board meetings may occur only once a quarter or as often as monthly.

## **WHAT IS MY ASSESSMENT?**

The assessment is the monthly installment of the annual assessment amount due from each homeowner. This assessment is used to maintain the property that is commonly owned or controlled by the Association. The annual assessment is based upon the estimated expenses required to operate the Association and maintain the common areas and facilities (budget). Only homeowners are assessed, renting tenants are not billed.

## **HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?**

The Department of Real Estate requires a proforma operating budget be submitted from the developer for the first year's operation of the Association. This budget is reviewed by the Department of Real Estate, utilizing their guideline figures, for all common areas and facilities which are the responsibility of the Association. There are two basic areas to the budget: the Operating accounts such as utilities, landscaping, pest control, etc, and the Reserve accounts for replacement of components such as roofing, paving, painting, etc. These amounts are difficult to

predict accurately and even if accurately estimated initially, these amounts can increase with the age of facilities and with increased costs of living. Additional cumulative budgets for the proposed additional units and common areas for future phases have also been prepared and reviewed by the Department of Real Estate.

### **WILL MY ASSESSMENT GO UP?**

The assessments may increase after the first year due to unforeseen changes in the operations and cost increases for utilities and services. Your Board of Directors will prepare a new budget each year to reflect changes and cost increases or decreases. The Board must obtain the majority vote of the members to increase the budget more than 20% from the prior year's budget. As this is a phased Community in which additional units may be annexed, it is possible that your assessments may increase or decrease when the assessments commence for the next phase.

### **WHAT HAPPENS IF I DON'T PAY MY ASSESSMENT?**

The CC&RS state that not paying the monthly assessment causes the homeowner to be subject to a lien notice after thirty (30) days past due, as well as interest and late charges.

If there is no payment from the homeowner within the time frames set forth in the Association's "Assessment Collection Policy," a lien can be filed which could eventually result in foreclosure of your unit. Remember that all the owners share the responsibility of assuring payment to the Association so that the property can be properly maintained. **Be sure to closely review the Association's adopted Assessment Collection Policy.**

### **WHAT IS A MANAGEMENT COMPANY AND WHAT DOES IT DO?**

A Management Company is hired to act as the agent for the Homeowner's Association. Typical responsibilities include:

**Assessment Collection:** Collection of assessments and delinquent assessments.

**Supervision of all Subcontractors:** Hiring, supervising and working with landscaping, street sweepers, utility companies, etc. The Management Company does not perform these services, but acts in a supervisory capacity only.

**Accounting:** Submitting monthly assessment statements to the homeowners, maintaining current lists of homeowner addresses as received, processing of the association payables, and submitting monthly financial reports to the Board.

**Communication:** Performing as a liaison for the Association to the developer, providing information from the Board and Management to homeowners, as well as communication between homeowners, through monthly newsletters or mailings.

**Problem Solving:** Working with the Board of Directors in interpreting and enforcing the CC&RS, Bylaws and Rules and Regulations of the Association. Responding to homeowners requests regarding the common areas and the operation of the Association.

**Consulting:** Providing the Board with information pertaining to proper maintenance of the complex, suggested Community improvements and to keep the Board advised of current Association Management.

### **IF I'M BUYING THE HOME BUT PLAN TO LEASE IT, WHAT DO I NEED TO KNOW?**

First of all, the monthly assessments are still the responsibility of the homeowner. Screening of tenants before rental is very important, not only to the owner, but also in consideration of the other residents. Disturbances and disorderly conduct by tenants can result in a fine to the OWNER for their behavior. Preservation of the community as well as harmony among residents is the ultimate goal of any association. If a tenant violates these rights, the owner is expected to take the necessary measures to correct the situation. Each owner should be certain that his tenant is familiar with the Association rules and regulations. **Section 4.15 of the CC&Rs has restrictions and procedures if you want to lease your unit.**

### **IF I WANT TO MAKE ADDITIONS TO MY UNIT OR MAKE NOTICEABLE CHANGES, WHAT DO I NEED TO KNOW?**

Each Association has governing regulations concerning the addition or changes to the exterior of any premise. **The Board of Directors must approve all exterior changes.** If a homeowner completes an exterior change without Board approval, the owner may be asked to remove the structure or change, and conform to the rulings of the Board. This regulation is set up to maintain the overall appearance of the community and protect the property values. Also, the city of Sacramento requires that any structural changes be submitted and approved through its office for proper building permits.

### **WHOM DO I CONTACT?**

#### **1) Interior Home**

You are responsible for maintenance of the interior of your unit including interior doors, walls, cabinets, appliances and all electrical, heating, plumbing and other utility fixtures situated in the unit or exclusively serving the unit. Each owner shall periodically clean and maintain their windows. In addition you are responsible for any pest control within your unit and the repair and replacement of any smoke detectors. You are also responsible to maintain the interior of your "Exclusive Use Area" (patio, deck, garage) in a neat and clean condition.

Within the first year, if you are having interior problems contact the Customer Service Representative of the builder.

## 2) Common Area Problems

Problems or complaints concerning common area maintenance or usage should be submitted through the Management Company or to the Board of Directors. As the Homeowner's Association matures, committee heads may be set up to monitor all complaints and aid in the timely correction of any problem area.

## 3) Problems With Neighbors

Hopefully this will not occur, however, sometimes there does develop a problem with a neighbor over the parking of vehicles, loud and excessive noise, animals, etc. These complaints should be made to the Management Company. The Management Company, in turn, will send a letter stating the violation or disturbance and enforce, through the Board of Directors, any fine which the Association has set up for such occurrence. At times the enforcement may necessitate the notification of local police.

## 4) Utility, Water, Gas, Fire Problems

Depending upon the nature of the problem or emergency contact the appropriate agency **FIRST**. It is best to receive immediate service in the event of these type problems, and of course, in the event of an emergency. The Management Company should also be aware of these situations, as it allows for a monitor of types of problems recurring. Occasionally problems within these areas, if recurring in any frequency, denotes a single major problem. Be sure to keep handy the emergency telephone numbers for the local companies and official agencies.

## **MYSTIQUE COMMUNITY ASSOCIATION ASSOCIATION RULES**

**EFFECTIVE: SEPTEMBER 1, 2007**

### **A. PREAMBLE**

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Section 2.5. A copy of this Declaration was given to each owner at the time of purchase of their condominium unit.

A-2. The Manager of the Mystique Community Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&RS. In the instance of a person violating the Rules, the Bylaws or the CC&RS, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Call upon a law enforcement agency for assistance.
- c) In the case of residents' children, make every effort to contact their parents immediately, prior to making the action called for in (b) above.

A-3. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the Conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the **Mystique Community Association** and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors.

### **B. COMMUNITY RELATIONS**

**B-1. REGISTRATION** All members and residents must be registered with the manager.

- a) Association members are those individuals owning a condominium unit at the **Mystique Community Association**.
- b) Residents are defined as owners and members of their families living on the premises of the Community, or lessees and members of their families living on the premises of **Mystique Community Association**.
- c) Owners leasing their unit(s) retain their voting right in the Association but assign the use of all common facilities of the Community to the lessee of

their units(s). The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- d) The lease or rental agreement must be in writing and must be for a term of not less than six (6) months and be subject to the CC&RS, Bylaws and adopted rules.
- e) **The Owner must submit a written request and receive written approval from the Board of Directors before leasing his unit.** The Owner is responsible to provide a copy of the CC&RS, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Section 4.15 of the CC&RS for further restriction and procedures on leasing your unit.**

#### **B-2. GUESTS**

- a) Guests must be accompanied by a host or hostess resident of the Association when using the facilities of the Association.
- b) It is the right of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

#### **B-3. NEIGHBORLY CONDUCT**

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons. No loud power equipment, hobby shops or carpenter shops shall be operated or conducted in a unit, garage or common areas.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining units is prohibited.

**B-4. BUSINESS ACTIVITIES** No business activities of any kind are to be conducted in any building or on any portion of the common areas in violation of local, state and federal laws or section 4.2 of the CC&Rs.. This includes garage sales.



**B-5. EXTERIOR APPEARANCE/SIGNAGE**

- a) Signs, sunshades, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, decks, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors.
- b) One sign of customary and reasonable dimensions advertising the unit for sale or rent may be displayed on the window of a unit or other area designated by the Association.
- c) Drapes, window shades or shutters shall be installed in the windows of all Units and garages and shall be kept in good repair and condition at all times. All window treatments visible from the outside are to be of a neutral color. **No newspapers, cardboard, sheets, reflective screening, aluminum foil, paint, or other non-standard window coverings are allowed on the windows.**

**B-6. SPORTS EQUIPMENT** Except for sports apparatus installed and maintained by the Association, no sports apparatus, whether portable or fixed, including without limitation basketball standards shall be permitted within the Community.

**B-7. BARBEQUES** Barbeques may or may not be allowed in the Community, including on any Exclusive Use Areas. Currently, only portable gas barbeques are allowed. The Board, at its discretion, may decide to amend this regulation if the Association is unable to obtain fire insurance because of the use of barbeques, as required by the Declaration, at a commercially reasonable price. An Owner's barbeque must be kept in a presentable, well-maintained condition and may not be allowed to damage any component of the Exclusive Use Areas. Barbeques must be positioned in such a manner as to minimize any smoke or odors from interfering with any of the neighboring Owners. It is also recommended that all Owners have a fire extinguisher in case of emergencies.

**B-8. SOUND TRANSMISSIONS** No Unit shall be altered in any manner which would result in an increase in sound transmission, resonance or reverberations to any other Unit. Only soft-cover floors may be installed on the lower levels of Units, except for replacement of any hard coverings in kitchen, bath or other areas where such hard coverings were originally installed by Declarant.

**B-9. COMMON AREA SYSTEMS** Common area heating units, time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

**B-10. COMMON AREA DAMAGE** Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests. **Please refer to Section 4.4 of the CC&RS for further restrictions.**

**B-11. SIDEWALKS** Community sidewalks, and stairways are to be utilized for ingress or egress from buildings and units. They shall not be obstructed in any manner or used for any other purpose.

**B-12. PARKING**

- a) **Residents shall park vehicles only within the garage serving the Resident's Unit. Provided that a Resident's garage is occupied by two (2) vehicles, Resident may park no more than one (1) vehicle per Unit on the public streets serving the Community.**
- b) **No Resident parking is permitted on any private street in the Community. Residents may not park in the designated guest parking areas. No vehicle shall be parked in guest parking for three (3) nights or more than 72 hours during and period of seven (7) consecutive days. Violators of the parking restrictions may have their vehicles towed at the Owner's expense. The movement of any vehicle for the purposes of preventing the application of this rule shall be ineffective.**
- c) No truck, van or commercial vehicle shall be permitted within the Community except for such limited times as are necessary for deliveries, the performance of maintenance, repair and replacement of Improvements within the Community. The term "truck", van or commercial vehicles" shall not include sedans or standard size pickup trucks and vans which are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.
- d) No trailer, motor home, recreational vehicle, camper, or boat, shall be parked, kept or permitted to remain within the Community unless placed or maintained completely within an enclosed garage.
- e) The garage is solely to be used for the parking and storage of cars or similar vehicles.
- f) Vehicles parked within marked fire-lanes shall be subject to immediate towing at the owner's expense.
- g) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- h) No garage shall be remodeled or used as a workshop, storage space, hobby facility or for any other use or facility which would prevent the parking of the number of vehicles for which the garage was originally designed. In no event shall any garage be converted to or used as a living space.
- i) Residents must keep their garage and/or parking space clean of any oil or other stains at all times.
- j) **All vehicles must display current license plates.**

- k) No unreasonable noisy vehicles and no vehicles (including, without limitation, scooters, motorcycles other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Community. No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept or permitted to remain upon any area with the Community unless completely enclosed within a garage.
- l) The Community is designed to include a total of ninety (90) parking stalls in addition to each Unit's two (2) garage parking spaces. The ninety (90) parking stalls are expressly intended for non-Resident vehicles parking. The Board shall have the power to impose sanctions for violations of provisions of the Governing Documents relating to vehicles and parking including towing and imposing fines.

**B-13. SPEED LIMIT** The maximum speed limit within the confines of Mystique Community Association is **15 miles per hour**.

**B-14. ANTENNAS/SATELLITE DISHES** No outside television antenna, microwave or satellite dish, aerial, or other such device (collectively "Video Antennas") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Common Area or Unit. Video Antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they are placed in locations which are not visible from the streets within the Community. Reasonable restrictions that do not significantly increase the cost of the Video Antenna system or significantly decrease its efficiency or performance may be imposed. **Satellite dishes may not be attached to the Building ,deck, patio, or entry porch, only dishes on free standing poles located in the Owners Exclusive Use Area are permitted which are not visible from the streets.**

**B-15. HOUSEHOLD PETS** a reasonable number of normal and customary household pets, such as domesticated birds, cats, dogs or aquatic animals kept within an aquarium may be maintained within a unit under the following conditions:

- a) Whenever pets are outside of the resident's unit, they must be on leash or otherwise under full control of the owner.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be caused to be removed from the premises of the Association by order of the Board of Directors after notice and a hearing.
- e) Guests are not allowed to bring pets onto Association common areas.
- f) **No animals, reptiles, rodents, birds, fish or poultry shall be maintained for any commercial purposes.**

**B-16. TRASH RECEPTACLES** No Resident shall permit or cause any garbage trash or other waste or refuse to be kept upon any portion of any Unit, or any Exclusive Use Common Area outside of the Residence or elsewhere in the Community except in closed trash containers. **Trash containers shall be stored in the Unit or in the garage, except they may be placed at the curbs on the night before and day of the scheduled trash pick up and must be returned to their designated storage location before 6:00 pm on the day of collection.**

**B-17. EXCLUSIVE USE DECKS, PATIOS, & GARAGES**

- a) The installation of any tiles or flooring material on the decks or patios that will alter drainage patterns are not allowed. The Board of Directors must approve all flooring material to be installed on the Exclusive Use Common Area decks or patios. The material shall be of a type and color which is harmonious with the buildings exterior surface. Carpet, artificial turf or other material that can trap water next to the surface of the decks or patios is also prohibited. Puncturing the waterproofing material on the decks or patios is prohibited.
- b) Existing drainage patterns on decks or patios must be maintained and all drainage systems must be kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's buildings and structures.
- c) Potted plants must have a tray placed underneath the pot to prevent water spillage onto the decks or patios. Such trays, and any other device designed to hold water, must be raised above the surface of the decks or patios in order to allow sufficient airflow beneath such tray or device.
- d) Deck or patio furnishings must be in good condition and must be complimentary to the exterior color scheme of the buildings in these areas. Furniture in a state of disrepair (i.e. torn cushions, rusting frames, faded or torn umbrellas) is prohibited. Furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of the Exclusive Use Area. Additionally, none of these furnishings or other Improvements shall be nailed, bolted, or otherwise attached to the floor, walls, or any portion of the Exclusive Use decks and patios.
- e) Potted plants shall not be placed in a position on any Exclusive Use Area, which will block any drains or obstruct drainage patterns.
- f) No hanging screens, drying laundry, plants, banners, wind chimes, bird feeders or other objects may be hung from a decks or patios.
- g) No Owner shall use any Exclusive Use decks or patios for storage purposes, including, without limitation, the storage of bicycles.
- h) Exclusive Use Areas must be kept clean and tidy.
- i) **Only gas BBQ's are permitted on the Exclusive Use Areas.**

**B-18. ARCHITECTURAL CONTROL**

- a) The Board of Directors is responsible to approve any exterior changes to your unit or exclusive common areas and the common areas which are visible from the exterior of the unit.
- b) When applying for approval, please send as much information as you can:
  - 1. Completed Application Form.
  - 2. Exact location: use a scale drawing if applicable.
  - 3. State color, size, composition and description.
  - 4. Photo, sketch, copy of an advertisement or facsimile.
  - 5. Contractor's name or company making the item etc.
  - 6. 2 sets of plans.

Please send all applications for approval to THE MANAGEMENT COMPANY at:

**Mystique Community Association  
c/o VierraMoore, Inc.  
P.O. Box 348600  
Sacramento, CA 95834-8600**

**Please remember that you must get approval BEFORE making any changes.**

- c) **Alterations, additions or modifications made to the exterior surfaces of your unit or Exclusive Use Common Area patio, deck or garage must have prior written approval from the Board of Directors. No Unit shall be altered in any manner which would result in an increase in sound transmission, resonance or reverberations to any other Unit. Only soft-cover floors may be installed on the lower levels of Units, except for replacement of any hard coverings in kitchen, bath or other areas where such hard coverings were originally installed by Declarant.**
- d) Any alterations that do not have prior written approval by the Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the work will be contracted out and billed to the homeowner. Bills not paid are subject to lien.
- e) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

## **C. ENFORCEMENT**

Fines: To insure compliance with the above mentioned guidelines, Homeowners may be fined not less than \$10.00 or more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, these Bylaws or the Association Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 15 days prior notice of the discipline to be imposed and the reasons for the imposition of the discipline. Notice may be given by any method reasonable calculated to give actual notice. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
2. The member must be given an opportunity to be heard, orally or in writing, by the Board not less than five days before the effective date of the imposition of the discipline. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member.



**MYSTIQUE COMMUNITY ASSOCIATION**  
**ASSESSMENT COLLECTION POLICY**

**EFFECTIVE: September 1, 2007**

In accordance with Civil Code Section 1366 (c) and Article 6, Section 5, of the Declaration of Covenants, Conditions and Restrictions, monthly installments of the regular annual assessments levied by the Association pursuant to the Declaration shall be due and payable on the first day of each and every **month** and shall be delinquent 15 days thereafter; if not paid in full. If an assessment is delinquent, the Association shall be entitled to recover the following sums from the responsible owner(s):

1. The amount of all assessment installments then delinquent and which become delinquent during the collection process.
2. Reasonable costs incurred by the Association in collecting the delinquent assessment installment. In order to assure equitable and uniform treatment of all Association members, the Board of Directors hereby determines that reasonable costs of collection shall include, without limitation:
  - A. any reasonable costs incurred by the Association in contracting with a third party such as a management company, accounting firm, or collection agency for collection services;
  - B. reasonable attorney's fees if, in the discretion of the Board of Directors, an attorney is retained to assist the Association in the collection of any delinquent assessment installment; and
  - C. the actual costs incurred by the Association in connection with any court action initiated to collect delinquent assessment installments.
3. A late charge not exceeding 10% of the delinquent assessment installment or \$10.00, whichever is greater.
4. Interest on all sums specified above; including the delinquent assessment installment; reasonable costs of collection; and late charges; at the rate of 12% per annum, said interest to commence 30 days after the installment becomes due and to continue on any unpaid sums until payment is received in full.

The Association shall be entitled to administer and enforce this Assessment Collection Policy either directly or through utilization of the services of a property management company, collection agency, accounting firm and/or attorney firm.

The Association's Board shall be further authorized and empowered to apply the Association's collection costs and any late charges recovered from delinquent owners to the satisfaction of fees incurred with third party contractors retained to assist in the collection process.



If the delinquent assessment installment, together with any late charges, interest and costs incurred is not paid in full within 45 days from the due date, a written notice of default and demand for payment shall be mailed to the delinquent owner(s) advising them of the intent of the Association to record a "Notice of Delinquent Assessment."

If payment in full is not received within 15 days of receipt of the written notice of default and demand for payment, a "Notice of Delinquent Assessment" may be recorded with the Sacramento County Recorder's Office establishing a lien on the owner's interest for the unpaid delinquent assessment(s) together with late charges, interest and costs incurred for collection including attorney fees, mailing costs and lien preparation and filing costs.

If payment in full is not received within 30 days of the recording of the "Notice of Delinquent Assessment", the Association may initiate a judicial or nonjudicial foreclosure of the lien or bring legal action against the owner personally obligated to pay the delinquent assessment installment without foreclosure or waiver of the lien and/or securing the same.

As a general rule, from and after the time that this Association commences enforcement proceedings to prepare and record the "Notice of Delinquent Assessment", partial payments will not be accepted and all amounts due to this Association, including without limitation current assessments due and preparatory enforcement fees and costs, must be paid to avoid further enforcement action. Notwithstanding the foregoing, acceptance of partial payments by or on behalf of this Association, whether inadvertently or intentionally, shall not constitute a waiver by this Association of its enforcement remedies, and such remedies may proceed as to any remaining balance due to this Association.

All payments will be applied to an owner's account first to the principal sum owed, then in descending order, to interest, late charges, collection expenses unless a payment agreement and forbearance agreement is executed between the Association and the Owner.

The Board of Directors of this Association (the "Board") may from time to time revise this policy, either generally or on a case-by-case basis, where the Board determines that such action would be in the best interests of this Association; provided, however, that no such revisions shall increase the amount of late charges or shorten the time periods for actions specified above unless such revision shall be applied generally to all lots governed by this Association and advance notice thereof is given to the members of this Association.

This Assessment Collection Policy shall also apply to collection of any and all special assessments approved by the Board or the membership.

**ANNUAL NOTICE TO MEMBERS OF  
MYSTIQUE COMMUNITY ASSOCIATION**

**CIVIL CODE SECTION 5730 NOTICE REGARDING  
COMMUNITY ASSOCIATION ASSESSMENT RIGHTS AND  
FORECLOSURE AND OTHER COLLECTION REMEDIES**

Civil Code section 5730 requires that the following notice be provided to each member of an association operating within a California common interest development (as defined in Civil Code section 4100) during the sixty (60) day period immediately preceding the beginning of the association's fiscal year. This notice must be printed in at least 12-point type:

**"NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of Owners of property in common interest developments and the Associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

**ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent fifteen (15) days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an Association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than twelve (12) months delinquent, an Association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the Owner's property. The Owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

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

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

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

**If a lien is recorded against an Owner's property in error, the person who recorded the lien is required to record a lien release within twenty-one (21) days, and to provide an Owner certain documents in this regard. (Section 5685 of the Civil Code) The collection practices of the Association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.**

## **PAYMENTS**

**When an Owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of payment and the person who received it. The Association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code) The mailing address is c/o VierraMoore, Inc., 2870 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833.**

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

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

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

## **MEETINGS AND PAYMENT PLANS**

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

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

# **MYSTIQUE COMMUNITY ASSOCIATION**

## **ELECTION AND SECRET BALLOT VOTING RULES AND PROCEDURES**

**EFFECTIVE: September 1, 2007**

1. **General** These Rules are intended to comply with Civil Code section 1363.03 and any amendments thereto and shall apply to elections (1) of the Board of Directors, and regarding (2) assessments, (3) amendments to the governing documents, (4) the granting of exclusive use of common area property, and (5) any other matter that may be the subject of a vote of Association members.

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

2.1 The Board has appointed the Association's Manager, VierraMoore, Inc. as the Inspector of Election with the full powers conferred on Inspector(s) of Election pursuant to California Corporations Code Section 7614 and California Civil Code Section 1363.03.

2.2 The Association may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector of Election.

2.3 The Association shall indemnify the Inspector of Election in connection with services performed in good faith by the Inspector of Election related to the election.

2.4 The Inspector of Election shall have the sole authority to determine whether to issue a replacement ballot to a member if requested by the member.

### **3. Members Voting Rights, Qualifications and Power**

3.1 Each member's qualifications for voting and voting power shall be as specified in the Association's Bylaws and the other Governing Documents.

3.2 With regard to an election of Directors, if the Association's Bylaws permit cumulative voting, each membership shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Lot/Units owned by that member, and each member may cumulate its votes.

### **4. Equal Access to Association Media and Facilities**

4.1 No candidate or Association member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Association media, including newsletters and/or common area bulletin board, unless at the discretion of the Board allows equal access to all candidates and members advocating a point of view.

4.2 No Association funds shall be used for campaign purposes in connection with any election, which is subject to these Rules.

## **5. Qualifications of Candidates**

5.1 Candidates for the Board of Directors must meet qualifications as set forth in the Association Bylaws and as set forth hereafter.

5.2 To the extent not in conflict with the Bylaws, a candidate must also:

5.2.1 Be current in all assessment installment payments; and

5.2.2 Not be subject to any pending Association disciplinary actions.

5.2.3 Only one Owner of a Lot/Unit may serve on the Board at any one time.

## **6. Nomination Procedure for Board of Directors**

6.1 Candidates for the Board of Directors shall be nominated at the Annual Members Meeting scheduled and noticed by the Board of Directors as set forth in the Association Bylaws. Upon establishment of the Quorum required to conduct the meeting, an explanation of the Secret Ballot voting procedures, qualifications for candidates and members voting, voting power of each membership, voting period for elections, quorum requirements, cumulative voting and the duties and responsibilities of the Inspector of Election shall be presented by the Inspector of Election.

6.2 Nominations will be open from the floor and all qualified candidates may nominate themselves or be nominated by another Member, if they so accept the nomination. On a vote of the Members present the nominations will be closed and no further nominations will be accepted including write in candidates when the ballots are mailed. All candidates will be given an opportunity to present their qualifications and other information about themselves. Members will have the right to ask questions of the candidates and the pending election procedures. No written candidate statements will be mailed with the ballots. The Board of Directors or President will not appoint a Nominating Committee. In accordance with parliamentary procedure, if after closing of the nominations it is determined that the number of nominations equals or is not more than the number of available director positions the Members present, in person or by proxy by unanimous vote may elect the slate of nominees as directors and dispense with the secret ballot procedures by acclamation.

## **7. Proxies**

The Association shall have the option, but shall not be obligated, to distribute proxies for any election covered by these Rules or to establish a quorum of the membership. If the Association distributes a proxy form, any instruction given in that proxy directing the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the member's vote by secret ballot, which will be provided by the Inspectors of Election upon presentation of the proxy.

## 8. Quorum

8.1 Quorum for the purposes of conducting the Annual Membership Meeting, Election of Directors or other matter's requiring the vote of Members by secret ballot shall be as required by the Association's Bylaws and Governing Documents.

8.2 If the Association's Bylaws provide, the Annual Membership meeting may be adjourned to another time due to lack of a quorum of the members present in person or by proxy. If the Bylaws provide that the quorum requirements for the adjourned meeting are reduced, then upon the establishment of the reduced quorum requirements to conduct the Annual Membership meeting shall be the same for the Election of the Directors by secret ballot mailed after the membership meeting.

## 9. Ballot Procedures

9.1 Distribution of Ballots: Each secret ballot and two pre-addressed envelopes with instructions on how to complete and return the ballots shall be mailed by first-class mail or delivery by the Association to every member not less than 30 days prior to the deadline for voting. The members shall be informed of the matter that is subject of the member vote and of the date by which ballots must be returned in order to be counted. In the election of Directors the candidates last names will be listed alphabetically. No written candidate statements will be mailed with the ballots for the election of directors. The ballot may not identify the name, address or Lot/Unit number of the voter and is not to be signed by the voter. The ballot is to be inserted into the envelope marked "Ballot Envelope" that is then sealed. This envelope is to be inserted into a second envelope that is then sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, property address or separate interest that entitles him or her to vote. The second pre-stamped envelope is pre-addressed to the Inspector of Election who will be tallying the votes. The envelope may be mailed by first class mail or delivered by hand to a location specified by the Inspector of Election. The owner may request a receipt for delivery. The Board of Directors shall determine the voting period and reserves the right to extend the voting period in 30-day increments until quorum is achieved. **Once the Inspector of Election receives a ballot it shall be irrevocable and shall be treated as a member present at a meeting for the purposes of establishing a quorum.**

9.2 Requirements for the Counting and Tabulation of Ballots. The designated inspector, or their designees, must count and tabulate the votes in public at a properly noticed open meeting of the Board of Directors or the Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the Association's management company, if any, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector of election, or his/her/their designee, may verify the Member's information and a signature on the outer envelope prior to the meeting at which the ballots are tabulated. In the event that tabulation of the ballots cannot be concluded prior to the designated time for adjournment of the meeting, the meeting shall be continued for such time as is required to complete the tabulation of ballots and Members shall be entitled to remain in attendance at the continued meeting to observe the tabulation.

9.3 Announcement of the Results of the Election. The results of the election shall be promptly reported to the Board of Directors by the Inspector of Election of the Association and shall be recorded in the minutes of the next meeting of the Board and shall be available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Members.

9.4 Retention of Ballots. The sealed ballots at all times shall be in the custody of the inspector or inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote and until the time allowed by Corporations Code section 7527 for challenging the election has expired, at which time custody shall be transferred to the Association. After the transfer of the ballots to the Association, the 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 Association Members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. After the transfer of the ballots to the Association, the ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.

**MYSTIQUE COMMUNITY ASSOCIATION  
HOME IMPROVEMENT REQUEST APPLICATION**

**NOTE: Plans should be submitted at least thirty (30) days before activity begins.  
No activity may begin prior to approval.  
All applications should be submitted with a plan to scale (2 copies).**

NAME \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please Print)  
ADDRESS: \_\_\_\_\_ UNIT NO. \_\_\_\_\_  
(Street, City, Zip Code)  
PHONE: (H) \_\_\_\_\_ (W): \_\_\_\_\_ PROPOSED COMPLETION DATE: \_\_\_\_\_

**TYPE OF ARCHITECTURAL IMPROVEMENT**

☐ Exterior Doors  
☐ Window Coverings  
☐ Sunshades/Sunscreens  
☐ Porch/Balcony Changes

Materials to be used:  
☐ Wood ☐ Stucco ☐ Brick  
☐ Stone ☐ Concrete  
☐ Other \_\_\_\_\_

(describe)

Additional comments: \_\_\_\_\_

(Other) \_\_\_\_\_  
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Additional Comments: \_\_\_\_\_  
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Acknowledgment of all neighbors who will be affected by your alterations/improvements is required. To expedite the processing of your application, please show and explain your plans to all those neighbors who will be affected and have them sign in the appropriate place below.

**NEIGHBOR ACKNOWLEDGMENT:** I have reviewed the plans of \_\_\_\_\_ and am aware of all their proposed alterations/improvements shown on the attached plan.

UNIT #	NAME (PRINT)	SIGNATURE	PHONE #	DATE



**General Conditions of Approval:**

- 1. Comply with Covenants, Conditions and Restrictions, and Rules previously approved by the Board of Directors.
- 2. Obtain all necessary governmental approvals. Construction shall comply with applicable laws, ordinances, codes and regulations within the City of Sacramento. A permit may be required.
- 3. No construction materials or debris of any type shall be stored or dumped on any parking area or private street within the development.

The undersigned applicant requests approval of the improvements described above based upon the plans included with this application, and understands and agrees to comply with the general conditions stated above.

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Date

**RETURN APPLICATION AND PLANS TO:**

**Mystique Community Association**  
C/O VierraMoore, Inc.  
PO Box 348600  
Sacramento, CA 95834-8600



**Mystique Community Association Board of Directors**

**For Association Use Only:**    ☐ Approved    ☐ Not Approved    ☐ Conditionally Approved

Comments: \_\_\_\_\_

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