

**SANTIAGO STREET LOFTS
MAINTENANCE CORPORATION**

RULES AND REGULATIONS

ADOPTED: OCTOBER 2013

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
RULES AND REGULATIONS

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**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
A PLANNED LIVE/WORK PROJECT**

MEMBERSHIP INFORMATION

Santiago Street Lofts is a Live/Work Project that offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of Santiago Street Lofts Maintenance Corporation.

Santiago Street Lofts Maintenance Corporation (herein "Association") is a California non-profit corporation consisting of those Owners of Condominiums.

The purpose of the Association is to ensure that the Condominium Buildings and any property or improvements within the Live/Work Project that is owned and/or maintained by the Association ("Association Property") will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in Santiago Street Lofts Maintenance Corporation provides a membership base to share the future costs of maintaining the Live/Work Project.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members.

Although these Rules and Regulations support the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Santiago Street Lofts Maintenance Corporation, (herein after referred to as ("CC&R's")), they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
LIVE/WORK POLICY & APPLICATION

At Santiago Street Lofts, each residence incorporates a commercial space on the first floor and residential space on the second and third floors. This live/work design allows Owners to live in the residential space and work in the comfort of their home. Each Owner must have their proposed business approved by the Board as well as the City to lawfully conduct a home business within the Live/Work Project.

Prior to the issuance of a business license, Owners operating businesses from a residence within the City are required to obtain a Home Occupation Permit and comply with any and all applicable provisions of the CC&R's and the City of Santa Ana Municipal Code relating to home-based businesses. Once you have secured a Home Occupation Permit, you are required to obtain a business license from the City of Santa Ana. The following is a list of documents to be reviewed and completed by each Owner desiring to conduct a home business within the commercial space of their Unit:

1. Review Article VI of the CC&R's. Article VI contains a list of permitted, conditionally permitted and prohibited uses within the Unit. Please review this Article in its entirety. Due to certain conditions, some home businesses may interfere and inconvenience other owners and therefore will not be permitted within the Unit. Such inconveniences include, but are not limited to noise, odors, fumes, bright lights and other intrusive disturbances that are prohibited in the Live-Work Project.
2. Complete the attached "Application for Association Approval of Proposed Business Use" and the attached "Home Occupation Permit" and submit to the Board for review and approval. **THE BOARD HAS COMPLETE DISCRETION TO DENY A PROPOSED USE THAT MAY ADVERSELY AFFECT THE VALUE OF THE UNITS OR DETRACT FROM THE OVERALL IMAGE OF THE LIVE/WORK PROJECT.** The Board must approve both forms in writing and may request additional information on the proposed business from the Owner. For information on obtaining a Home Occupation Permit, please contact the Planning Agency at (714) 647-5804.
3. Once the City has approved the Home Occupation Permit, the Owner must apply for a Business License. Home businesses must receive an approved Home Occupation Permit before they apply and pay for their Business License. Applications for a business license must be picked up at the "Business License Department".

We appreciate all owners within the Live/Work Project to cooperate in completing the Live-Work Application process.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
APPLICATION FOR BOARD APPROVAL OF PROPOSED BUSINESS USE

Name: _____

Telephone: _____

Business Name: _____

Email: _____

Address of Proposed Business: _____

Type of Business: _____

Display apparatus that will be used within the
Unit and the Exclusive Use Patio: _____

Number of Employees: _____

Hours of Operation: _____

(please provide sample of sign)

Number/Type of Business Vehicles: _____

Please describe any fumes, noises, odors,
hazardous materials or other disturbances that
can or will be generated from the proposed
business: _____

Mechanical Equipment (Lighting, Electricity,
etc.) _____

OWNERS SIGNATURE:

BOARD APPROVAL:

DATE:

DATE:

PROPERTY MANAGER:

DATE:

****attach copy of city permit****

SANTIAGO STREET LOFTS MAINTENANCE ASSOCIATION

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

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5730 and payment plan standards consistent with CC §5665:

POLICY: Effective January 1, 2019 the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments: Assessments subject to this Policy include the regular assessments as defined in the governing documents of the community and any levied special assessments, other sums levied, or lienable monetary penalties.

Collection Fees and Costs: The costs of collection of delinquent assessments, including late charges, interest, and other fees or costs, and reasonable attorney fees and costs, are included as a charge against a homeowner'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 of collection owed on the account.

Partial Payments: If a partial payment is received which is less than the lienable unpaid balance owed on the homeowner'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.

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

Payment Plans: The homeowner may request a payment plan. 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. The homeowner's account will be charged a \$15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months. A payment plan request or approved payment plan will not impede the Board's ability to vote for or record a lien.

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

Returned Check Charges: The bank charge, plus an additional fee that may be assess by The Management Company, shall be added to the account of any homeowner whose check to the Association is returned dishonored by the homeowner's bank.

Statements: Monthly statements are a courtesy to the homeowners 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 homeowner's account becomes delinquent and the Association is required to incur certain charges due to the homeowner's delinquency, the Association's policy is to not waive the delinquent homeowner's payment of these charges.

Due Date: Regular Monthly Assessments are due in full on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

Fifteen (15) Days Past Due:

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

Thirty (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.

Sixty (60) Past Due:

A "Notice of Intent to Lien" is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the Association's "meet & confer" program and that the Association may record a lien against the homeowner's property without additional notice in the event full payment of lienable assessments is not received within **thirty (30) days**.

Ninety (90) Past Due:

Upon Board approval and expiration of thirty (30) days after the "Notice of Intent to Lien" is mailed, 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 for the fees and costs associated with the preparation and recordation of the lien, including title, recording, and mailing charges, for the Lien and Release of Notice of Delinquent Assessment. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Pre-Foreclosure:

Upon Board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within thirty (30) days of the Lien, the Association has the option to proceed with non-judicial foreclosure. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation of the notice, plus mailing charges and the costs to obtain current title records. This letter shall also advise the homeowner of their right to participate in dispute resolution under the Association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

Upon Board approval, if not paid by 30 days of the Notice of Intent to Foreclose letter, the homeowner's account will be charged for the preparation and assignment of the account to the Attorney, as well as for any fees and costs assessed by the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 in the same manner as Deeds of Trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve month's delinquent.

Other Collection Remedies:

In lieu of proceeding with non-judicial foreclosure of the assessment lien, or as stated in any prevailing Civil Code section. The Board may elect to proceed with a judicial suit or other legal means to enforce the delinquency.

Address for Overnight Delivery:

The Association's address for overnight delivery shall be:
The Management Trust: 15661 Red Hill Ave #201, Tustin, California 92780-7300

STATUTORY NOTICE RE: 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 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 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 area 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 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 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, the owner 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)

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 exists. (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)

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION

ARCHITECTURAL REQUEST FORM

Return this form to:

Keystone ATTN: Arch Desk, 16775 Von Karman Ave Suite 100, Irvine, CA 92606

Phone: (949) 833-2600 Email: architectural@keystonepacific.com

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____

Business Phone: _____

Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

II. Neighbor Advisement

With your submittal, please include two (2) copies of the neighbor notification form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards' 2nd story windows. Neighbors need to be informed that they may be impacted by the additional noise, vehicles, deliveries, workers, etc. as related to your improvement.

III. Documents Required for Submittal

- Two (2) sets of detailed plans
- One (1) copy of this application form, completed as required.
- One (1) copy of the completed neighbor notification form.
- *\$500.00 Architect review fee made payable to the Association

Homeowners Signature: _____ Date: _____

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

*\$500 fee is not required for minor architectural installations such as, a satellite dish, a single window or window pane replacement/repair, or any other installation deemed as a minor installation at the discretion of Management and/or the Board of Directors.

FACING, ADJACENT AND IMPACTED NEIGHBOR NOTIFICATION STATEMENT

The attached plans were made available to the following neighbors for review:

Impacted Neighbor	Impacted Neighbor
Address	Address
Print Name	Print Name
Signature Date	Signature Date

Common Area or Rear of Home

Adjacent Neighbor		Adjacent Neighbor
Address		Address
Print Name		Print Name
Signature Date		Signature Date

Front of Home

Facing Neighbor	Facing Neighbor	Facing Neighbor
Address	Address	Address
Print Name	Print Name	Print Name
Signature Date	Signature Date	Signature Date

My neighbors have seen the Application and Exhibits I am submitting for Architectural Committee Approval (see above verification). If any neighbor has a concern, they should contact the Management Company in writing. Please note that neighbor objections do not in themselves result in denial of the plans but the Committee may consider the neighbor's objections.

SUBMITTED BY:

Name: _____ Date: _____

Property Address: _____

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
ASSOCIATION PROPERTY RULES AND REGULATIONS

1. Use of Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Santiago Street Lofts Documents.
2. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Condominium or on Association Property which will increase the rate of insurance on Association Property without the approval of Board.
3. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Condominium or on Association Property that will result in the cancellation of insurance on Association Property or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on Association Property shall be increased, the Owner shall become personally liable for the additional insurance premiums.
4. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Live/Work Project, except in sanitary containers located in each Owner's enclosed garage.
5. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency as shown on the Trash Pick-up Exhibit attached to the CC&R's. Trash containers must be set out by the garage and only when for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
6. No hazardous waste, substance or material shall be stored or permitted upon any portion of the Live/Work Project, except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
7. The Live/Work Project is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Live/Work Project. The following are prohibited:
 - Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
 - Washing, hosing or rinsing of vehicles in the driveways or streets.
 - Washing, hosing or spilling of any hazardous materials into the streets.

**RULES & REGULATIONS PREPARED FOR SANTIAGO STREET LOFTS
MAINTENANCE CORPORATION
Adopted October 2019**

PARKING RULES

Please refer to the Parking Management Plan attached to the CC&Rs for further Restrictions on Parking.

1. All streets within the Live/Work Project are private streets. Parking along the streets in the Live/Work Project is prohibited. Owners CANNOT PARK anywhere in the Live/Work Project with the exception of their garage. Vehicles parked in any designated restricted area may result in immediate towing at the vehicle owner's expense.

Owners and Residents must park their vehicles within the garage or at the Regional Transportation Center located across Santa Ana Boulevard.

Owners', Residents', Employees' and/or vehicles as defined below, may not park in Guest Parking spaces at any time.

All posted signage is to be followed. Citations, if provided, are a courtesy, not a requirement. Vehicles in violation are subject to immediate tow.

2. GUEST PARKING IS LIMITED WITHIN THE LIVE/WORK PROJECT. Guest parking spaces for commercial purposes shall be provided within the Regional Transportation Center parking structure and in accordance with the Parking Management Plan. Residents, Owners, employees and/or those identified as noted below, may not park in designated Guest Parking spaces. Guest Parking spaces are defined as any available space located within the private streets of the Live/Work Project. Any violation of the parking restrictions may subject such Owner's vehicle to removal at the vehicle Owner's expense.

****Any vehicle to be parked in a Guest Parking space during the day and/or the evening must have a guest parking permit visible at all times or the vehicle is subject to tow.***

Valid Guest vehicles may be parked in Guest Parking spaces, with a valid guest pass, for a maximum period of twenty-four (24) hours, but not more than seven (7) of these 24-hour periods in any calendar month.

Any Guest vehicle needing to be parked more than the seven (7) day maximum, will require Board permission and must be presented at least 5 business days in advance of any extension request to be submitted for review. Requests are to be sent to Management, via email, to amethyst.schy@managementtrust.com for provision to the Board.

****Note: any vehicle that has been identified as being on the property too frequently, therefore no longer qualifying as a guest vehicle, will be in violation of our rules and will be cited. Upon citation, the vehicle owner is being put on notice that the vehicle can be towed. The vehicle must then be parked off the property and any disputes regarding it being in violation must be put into writing and sent to Management for review by the Board.***

3. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles parked in a fire lane may be immediately towed at the vehicle owner's expense. Per our posted

signage, the entire alleyway behind all garages is considered a Fire Lane. Loading and Unloading will only be tolerated temporarily (a short time period) as long as other resident garages are not blocked as a result. Any vehicles left unattended in the Fire Lanes are subject to immediate tow.

4. No Owner shall park, store or keep on Association Property, on his/her Condominium, on any street or elsewhere within the Live/Work Project: (1) any large commercial type vehicle; or (2) any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, aircraft, mobile homes, limousines, or other similar vehicles); or (3) any inoperable vehicle as defined by the CVC. Vehicles violating this restriction may be towed at the vehicle owner's expense.
5. An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one (1) ton when used for everyday transportation) within his/her respective garage or outside of the Live/Work Project ONLY.
6. Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or as sleeping space, or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
7. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon Association Property, on his/her Condominium, on any private street or elsewhere in the Live/Work Project, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION

PET RULES

1. An Owner may keep within his/her respective Condominium: (i) up to three (3) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an "exotic animal". Any Owner desiring to keep an "exotic animal" within his/her Condominium shall make prior application to the Board for permission to keep an exotic animal. An "exotic animal" shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Condominium, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
2. The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse the Association for any costs incurred by the Association as the result of the animal escaping, etc.
3. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
4. Every person keeping an animal within or bringing an animal into the Live/Work Project shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
5. Problems associated with animals must be directed to Santa Ana Police Department Animal Services at (714)245-8792.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
SIGN RULES

1. An Owner may display in the window of his/her Condominium one for-sale sign of reasonable dimensions (not to exceed 18"x30" in size) and design, which advertise the property or the Owner's or agent's address and telephone number.
2. All Commercial Signs shall comply with Article V, Section 24 of the CC&R's and the Sign Program, as attached to the CC&R's.
3. All Signs must conform to the standards set forth in the Sign Program.
 1. Advertising or displaying business located on the exterior of a unit.
 2. Within the Live/Work Project.
4. All signs shall comply with any applicable government ordinances.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
CONTRACTOR GUIDELINES

The Santiago Street Loft members are to ensure that any contractor they hire to perform work in the Live/Work Project adhere to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on private streets overnight.
4. Contractors shall adhere to City Guidelines to perform work. The following hours are: 7:00 AM - 8:00 PM Monday through Saturday.
5. No construction on Sundays or Federal Holidays.
6. Live/Work Project landscaped areas and sidewalks must be protected during construction. The Association will repair any damage to the Association Property caused by the construction activity and will either back-charge the Unit owner or will deduct the cost thereof from the construction/clean up deposit.
7. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be installed while the material is being unloaded. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
8. Contractors shall follow the directives of the property management company, police department and the Design Review Committee.
9. Contractors shall not bring alcohol or drugs on site.
10. Contractors shall not bring dogs or children on site.
11. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
12. All construction activity must comply with local government codes/permits as well as plans approved by the Association and by the City of Santa Ana Municipal Code.
13. At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
14. Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.

**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
CONTRACTOR GUIDELINES**

· CONTRACTOR GUIDELINES CONTINUED

15. Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the Exclusive Use Area. Materials may NOT be discharged into the storm drain).

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
ENFORCEMENT POLICY

Discovery of Violation

- A. Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.

- B. In the event one or more Members of the Association or Board of Directors file a Violation Report, the Board would act as follows:
 - 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.

 - 2) Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.

 - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of Santiago Street Loft's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Reimbursement Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Condominium; (d) temporarily suspend rights to use any common recreational amenities located on the Live/Work Project; (e) enter upon a Condominium to monitor and enforce a compliance; (f) record a notice of noncompliance; or (g) a combination thereof.

 - 4) If the decision is to pursue a monetary fine system, the Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and Design Review Standards of Santiago Street Lofts.

**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
RULES AND VIOLATION REPORT**

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by Santiago Street Loft's legal documents.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation:

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____

COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO THE CITY OF SANTA ANA POLICE DEPARTMENT ANIMAL SERVICES AT (714)245-8792.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.
3. If the result of the hearing is a monetary fine, the following fine schedule will apply:
 - a) For violations of the Design Review Standards, a \$250.00 fine will be assessed to the homeowner's account every thirty days that the violation remains outstanding, after hearing.
 - b) For all other violations, a fine of \$100.00 will be applied to the homeowner's account every thirty days that the violation remains outstanding, after hearing.
4. If the violation continues past the hearing and first fine stage, additional hearings may be scheduled with the Owner and the fines may be assessed every thirty days the violation remains outstanding. Fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
4. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to Santiago Street Lofts.

NOTE: Should a violation occur which imposes a financial obligation on Santiago Street Lofts, the party responsible for said violation shall reimburse, by way of a Reimbursement Assessment, Santiago Street Lofts for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

1. Introductions and hearing session procedures.
2. Statement of alleged violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Rules and Regulations of Santiago Street Lofts.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling without Homeowner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Invitee: _____ Phone Number: _____

Address: _____

Nature of Alleged Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____

**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Santiago Street Lofts or any other Governing Documents of the Association. 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 (s) lodged by one Unit Owner against another Unit Owner which, in the Board's sole discretion, does not impact the Association Property.
2. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute for resolution and, either mediation was completed or the other party refused to submit the dispute to mediation.

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 decision 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 attempt to submit their dispute to mediation prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1369.510 et. Seq.
4. Upon receiving written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

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

ELECTION RULES

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION

(Cal. Civ. Code § 5105)

These Election Rules have been adopted for the Santiago Street Lofts Maintenance Corporation (“**Association**”) to govern matters requiring a vote of the Association’s membership. All undefined capitalized terms used in these Election Rules shall have the same meaning as set forth in the Association’s Recorded Declaration of Covenants, Conditions and Restrictions (“**Declaration**”), Bylaws and applicable sections of the California Civil and Corporations Code.

I. ANNUAL MEETING DATE

1.1. **Annual Meeting Date.** The annual meeting of the Members (“**Annual Meeting**”) shall be held in the same month each year, on a day to be determined by the Board, no more than thirty (30) days before or after that month, which day shall not be a legal holiday.

II. QUORUM

2.1. **Quorum.** As provided for in Article VI, Section 6 of the Association’s Bylaws, the presence either in person or by proxy at any meeting of the Members entitled to cast fifty percent (50%) of the total voting power of the Association shall constitute a quorum for the meeting.

2.2. **Adjournment due to Lack of Quorum.** If a quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days later, with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings. The quorum for the reconvened meeting shall be twenty-five percent (25%).

III. EQUAL ACCESS TO MEDIA & COMMON AREA

3.1. **Equal Access to Association Media.** If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, or internet for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.

3.2. **Access to Common Area Meeting Space.** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the Common Area, at no cost, for purposes reasonably related to the election.

3.3. **Campaigning Conduct.** During campaigning, all candidates shall maintain professional decorum and shall not engage in conduct unbecoming of a Director. This includes, but is not limited to, the dissemination of false information and/or unsubstantiated claims about another candidate and/or Board member, as well as the use of ad hominem attacks, abhorrent language, and racial epithets. The foregoing is not meant to be an exhaustive list.

IV. CANDIDATE QUALIFICATIONS

4.1. **Candidate Qualifications.** Members seeking candidacy for a position on the Board must satisfy all of the following Candidate Qualifications at the time of nomination:

4.1.1. **Record Owner.** The person must be the record owner of a Lot or Unit within the Association's development.

4.1.2. **Current in Assessments.** The person must be current in the payment of regular and special assessments owed to the Association. This requirement does not apply in situations where (a) the Association's governing documents do not require sitting Directors to be current in the payment of regular or special assessments, (b) where the person wishing to be a candidate for the Board has paid the regular or special assessment under protest, or (c) where the person wishing to be a candidate for the Board has entered into a payment plan with the Association pursuant to California Civil Code section 5665.

4.1.3. **Joint Ownership Interest.** The person, if elected, must not be serving on the Board at the same time as another person who holds a joint ownership interest in the same Lot or Unit as the person, and the other person is either a candidate for the current election or is an incumbent director.

4.1.4. **Membership for at Least One (1) Year.** The person must be a Member of the Association for at least one (1) year.

4.1.5. **Past Criminal Convictions.** The person must not have had a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing fidelity bond coverage required by California Civil Code section 5806 or terminate the Association's existing fidelity bond coverage. Persons running for the Board shall disclose, at the time of nomination, the existence of any past criminal convictions.

4.1.6. **Title in Name of Company.** If title to a Lot or Unit is held by a legal entity (e.g., Corporation, Limited Liability Company, Limited Partnership, etc.), the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of being a candidate for the Board.

4.2. **Disqualification & IDR.** The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in Internal Dispute Resolution ("IDR") with the Association, in accordance with the Association's established IDR Procedures. The Nomination Form may include an offer of IDR to all persons who may be subject to disqualification due to their failure to meet the Candidate Qualifications at the time of nomination.

V. NOMINATION PROCEDURES

5.1. **Notice of Nomination Form & Nomination Deadline.** Not less than thirty (30) days before the nomination deadline, the Association shall provide via general delivery a “**Nomination Form**” that discloses the nomination procedures and nomination deadline. The deadline for submitting a nomination (“**Nomination Deadline**”) shall not be less than thirty (30) days before ballots are distributed. The Nomination Form shall be delivered by individual notice pursuant to California Civil Code section 4040 if requested by a Member.

5.2. **Nomination Procedures.** Provided that Members seeking candidacy for a position on the Board satisfy the Candidate Qualifications at the time of nomination, such Members may be nominated or nominate themselves by the following procedures:

5.2.1. **Written Nominations.** Candidate nominations must be submitted in writing, via the Nomination Form, to the Association’s community manager (“**Manager**”) at any time prior to the Nomination Deadline. Failure to submit a Nomination Form to the Manager prior to the Nomination Deadline will result in the candidate’s name being omitted from the ballot.

5.2.2. **Qualification of Nominees.** After collecting all properly submitted nominations, the Board, the Manager at the Board’s direction, or a Nominating Committee established by the Board, shall: (1) confirm each nominated person’s eligibility under these Election Rules; (2) confirm or cause to be confirmed each eligible nominee’s acceptance of nomination (if nominated by someone other than the nominee); and (3) prepare or cause the preparation of correspondence to any nominee who was disqualified to run for the Board and the reason(s) for that decision.

5.2.3. **Notice of Candidates.** Thereafter, and not less than thirty (30) days prior to the distribution of ballots, the Board shall provide general notice of the following: (1) the list of all candidates that will appear on the ballot, (2) the date, time and address of where ballots are to be returned by mail or handed to the Inspector, (3) the date, time and address of the meeting at which ballots will be counted, (4) a statement of each Member’s right to verify the accuracy of their individual information on both the Candidate List and the Voter List (as defined below), and (5) a statement of each Member’s right to request individual delivery of the foregoing items. The foregoing shall be delivered by individual notice pursuant to California Civil Code section 4040 to any Member requesting individual notice.

5.3. **Floor Nominations.** Notwithstanding the foregoing, nominations may be made from the floor during the Annual Meeting or Special Meeting (or any adjournments thereof). Such nominee(s) must nevertheless meet the Candidate Qualifications.

5.4. **Write-in Candidates.** Write-in candidates are permitted, provided they meet the required Candidate Qualifications.

VI. ASSOCIATION ELECTION MATERIALS

6.1. **Candidate List & Voter List.** The Association shall retain, as association election materials, both a candidate registration list (“**Candidate List**”) and voter list (“**Voter List**”). The Voter List shall include the name, voting power, and the physical address of the Member’s Lot or

Unit. The mailing address for the ballot shall be listed on the Voter List if different from the physical address of the Member's Lot or Unit.

6.2. **Right to Verify Accuracy of Individual Information.** Members shall be notified of their right to verify the accuracy of their individual information on the Candidate List and Voter List at least thirty (30) days before ballots are distributed. The Association or Member shall report any errors or omissions to the Candidate List or Voter List to the Inspectors who shall make the corrections within two (2) business days.

6.3. **Custody of Election Materials.** The sealed ballots, signed voter envelopes, Voter List, proxies, and Candidate List shall at all times be in the custody and control of the Inspector, or at such location designated by the Inspector, until after the final tabulation of votes, and until the time allowed by California Civil Code section 5145 for challenging the election has expired, after which time the custody and control of the ballots shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector shall, upon written request, make the ballots available for inspection and review by the requesting Member.

VII. INSPECTOR OF ELECTIONS

7.1. **Appointment of Inspector.** The Board shall appoint either one (1) or three (3) independent third parties to serve as the inspector or inspectors of elections (collectively, "*Inspector*").

7.2. **Qualifications of Inspector.** The independent third-party Inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member, but may not be a Board member, candidate for the Board, or a person related to a Board member or candidate for the Board. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as Inspector.

7.3. **Functions of Inspector.** The Inspector shall:

7.3.1. Have the responsibilities described in California Civil Code section 5110, or any successor statute, and shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as practical. The Inspector shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation of these Election Rules, the Association's governing documents, applicable law, or as might otherwise be necessary to ensure a fair election. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors.

7.3.2. Deliver, or cause the delivery of, at least thirty (30) days before an election, to each Member the following documents:

- A. The ballot or ballots; and
- B. A copy of these Election Rules. For purposes of this subsection, the delivery of these Election Rules may be accomplished by either of the following methods: (i) Posting the Election Rules to an internet website and including the corresponding internet website address on

the ballot together with the phrase, in at least 12-point font: “The rules governing this election may be found here:”; or (ii) individual delivery pursuant to California Civil Code section 4040.

7.3.3. Receive reports of errors or omissions contained on the Candidate List and Voter List (both defined elsewhere herein) and shall correct said errors within two (2) business days.

7.3.4. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

7.3.5. The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

7.3.6. Members requesting a ballot during the Annual Meeting may be required to provide the Inspector with proof of residency (e.g., a utility bill, driver’s license, grant deed).

VIII. SECRET BALLOT PROCEDURE

8.1. **Elections Requiring Secret Ballots.** Pursuant to California Civil Code section 5100, the secret ballot procedures contained in these Election Rules shall be utilized for the following matters: (a) elections regarding assessments legally requiring a membership vote; (b) election and removal of directors; (c) amendments to the governing documents legally requiring a membership vote; and (d) grants of exclusive use of common area legally requiring a membership vote.

8.2. **Secret Ballot Requirements.** The secret ballot must satisfy the requirements set forth in the Civil Code and these Election Rules. Ballots shall not identify the voter’s name, address or Unit number. The ballot itself shall not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign the voter’s name and print their address within the Association. The outer envelope is pre-addressed to the Inspector(s) who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed as set forth herein. A Member of the Association may request a receipt for delivery.

8.3. **Official Ballots Only.** Only official ballots will be counted. Any unauthorized reproduction of balloting materials, including, but not limited to, the ballot, will render the ballot “unofficial,” and therefore will not be counted. A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

IX. VOTING PROCEDURE

9.1. **Eligibility to Vote.** A person is eligible to vote if, at the time ballots are distributed, (i) the person is a Member of the Association, or (ii) the person has a general power of attorney for a Member. Members may cast one (1) ballot per Lot or Unit owned by that Member within the Association. If more than one (1) person is the record owner of a Lot or Unit, the vote for that Lot or Unit shall be decided by said parties between themselves. In the event one or more persons who

share ownership of a particular Lot or Unit each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Lot or Unit.

9.2. **Casting of Ballots.** Ballots and related materials required for voting shall be sent to Members at least thirty (30) days, but not more than ninety (90) days, prior to the deadline for voting. Any ballots received after the applicable deadline will be disqualified and will not be counted by the Inspector. A Member whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures. Members may cast their ballots by any one (1) of the following methods:

9.2.1. **Return by Mail Prior to Voting Deadline.** Members may mail their ballots to the location designated by the Inspector provided that any ballot so mailed is received no later than the close of business on the date designated for the deadline for voting.

9.2.2. **Physical Delivery Prior to Voting Deadline.** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than the close of business on the date designated for the deadline for voting; or

9.2.3. **Deposit at Ballot Counting Meeting.** Members may deposit their ballots with the Inspector at the meeting in which votes are to be tabulated prior to the time set by the Inspector for the closing of the polls.

9.3. **Ballots are Irrevocable.** Once a ballot is received by the Inspector, it is irrevocable.

9.4. **Cumulating Votes.** In all elections in which more than two (2) directors are to be elected, Members shall be entitled to cumulate their votes for one (1) or more candidates for the Board, if the candidate's name has been placed in nomination prior to voting and the Member has given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any one Member has given this notice, all Members may cumulate their votes for candidates in nomination. Under cumulative voting, each Member is given a number of votes equal to the spots up for election, multiplied by the number of votes the Member is entitled to exercise under the Governing Documents. These votes may all be given (cumulated) to a single candidate, or the Member may distribute these cumulated votes among any two (2) or more candidates as the Member desires.

X. PROXIES

10.1. **Proxies.** Each Member may vote by proxy. Each proxy shall (a) be in writing, (b) identify the person (the "**Proxyholder**") authorized to vote on behalf of the Member (the "**Proxygiver**"), (c) state the length of time the proxy is valid, (d) be signed by the Proxygiver, and (e) filed with the Secretary of the Association. A proxy shall be deemed signed if the Proxygiver's name is placed on the proxy (whether by manual signature, typewriting, or otherwise) by the Proxygiver or the Proxygiver's attorney-in-fact. Only Members may serve as Proxyholders.

10.2. **Term & Duration.** Every proxy shall be revocable. No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. A proxy shall automatically terminate upon conveyance of the Proxygiver's Lot or Unit.

10.3. **Validity for Certain Matters.** No proxy shall be valid as to those matters described in California Corporations Code section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g).

10.4. **Revocability.** A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless revoked, prior to receipt of the Proxyholder's completed ballot by the Inspector, through any of the following methods: (a) the Proxygiver delivering written notice to the Inspector that the proxy has been revoked; (b) a subsequent proxy executed by the Proxygiver; (c) by the Proxygiver's personal attendance and request to vote at the meeting, prior to the distribution of a ballot to the Proxyholder by the Inspector; or (d) by the Proxygiver's return of a completed ballot to the Inspector, or (e) written notice of the death or incapacity of the Member received by the Association before the tabulation of votes.

10.5. **Voting Instructions and Choice of Approval/Disapproval.** Any form of proxy distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except that a candidate for election as a Director need not be named in the proxy or ballot. The proxy shall provide that where the Member specifies a choice the vote shall be cast in accordance with that choice. If the proxy is to be used in a vote held pursuant to the secret ballot procedure, any instruction to the proxyholder as to how to cast the Member vote(s) shall be set forth on a separate page and retained by the proxyholder. A proxy may be revoked as described in California Corporation Code section 7613(g) prior to the receipt of the ballot by the inspectors of elections.

XI. TABULATION OF VOTES

11.1. **Tabulation of Votes.** All votes shall be counted and tabulated by the Inspector in public at a properly noticed meeting of the Board for the Association and/or Members of the Association after the deadline for voting. Any Member of the Association may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector. In an election of directors, the candidate(s) receiving the greatest number of votes shall be elected to office, and the number of candidates elected shall be dependent upon the number of seats open for election.

11.2. **Tie Votes.** In the event of a tie vote among any number of the Candidates, another run-off election of only the candidates involved in the tie shall be held immediately following the announcement of the results. In this case, all Members voting in person and proxyholders in attendance shall re-register and upon which issued a new ballot marked with the word "RUN-OFF" and showing only the names of the candidates involved in the tie vote. Those voting in person and those holding proxies will then cast their ballots. These Rules shall apply in the run-off election and shall be enforced to the same degree as in any other election. The person receiving the highest number of votes will be elected.

11.3. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspector, shall be (a) promptly reported to the current Board, (b) recorded in the minutes of the next meeting of the Board, and (c) be made available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election.

SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
PRIVACY POLICY

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).

Newly adopted California Code of Civil Procedure Section 1365.2 (a)(1)(I)(iii), effective July 1, 2006, allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list. In order to opt-out of the membership list, you must notify the Association **in writing**. By opting-out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c).

If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 1365.2(A)(1)(I)(iii), the opt-out designation shall remain in effect until changed by you, by **written** notification to the Association's Managing Agent.

**SANTIAGO STREET LOFTS MAINTENANCE CORPORATION
PRIVACY POLICY FORM**

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 your private information, you **must** now **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 1365.2(A)(JJ)(I)(iii), 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(s): _____

Print Full Name(s): _____

Property Address: _____

Please mail, fax or email this form to:

Santiago Street Lofts Maintenance Corporation
c/o Keystone Pacific Property Management, LLC
16775 Von Karman Ave, Ste 100
Irvine, CA 92606

THE MATERIAL CONTAINED WITHIN TIDS PACKET IS NOT INTENDED TO BE
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN SANTIAGO STREET LOFTS MAINTENANCE CORPORATION