

**HUNTINGTON LANDMARK
SENIOR ADULT COMMUNITY
ASSOCIATION**



RULES AND REGULATIONS

**APPROVED BY THE BOARD OF DIRECTORS
October 01, 2020**

THIS ISSUE SUPERCEDES ALL PRIOR ISSUES

**HUNTINGTON LANDMARK SENIOR ADULT COMMUNITY
ASSOCIATION RULES AND REGULATIONS**

Approved by the Board of Directors October 01, 2020

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HUNTINGTON LANDMARK SENIOR ADULT COMMUNITY ASSOCIATION RULES AND REGULATIONS

Approved by the Board of Directors October 1, 2020

A. INTRODUCTION

The following Board of Directors approved Rules and Regulations are provided to facilitate the:

- Equitable sharing and enjoyment of the Common Areas.
- Safety and health of all residents.
- Protection and reasonable maintenance of the properties.

Order of Precedence: Should any rule herein conflict with the California Civil or Corporate Codes, the Association Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation or the Bylaws, the language in the higher-ranking document shall prevail. All previous rules are hereby superseded.

Your cooperation and compliance with these rules will support the pleasurable lifestyle of Huntington Landmark, herein after referred to as Landmark, and the spirit of shared community living.

ARCHITECTURAL CONTROL – PROPERTY ALTERATIONS

Most property alterations, changes or additions, including electrical wiring and fixtures, plumbing, satellite dishes and changes to floor plan, require PRIOR approval of the Architectural Control Committee (ACC) and, in some cases, appropriate permits from the City of Huntington Beach. A matrix of requirements for ACC approval and City permits is available in the Management Office.

In addition, nothing may be affixed or attached to the exterior of condominium or garage buildings without first obtaining approval from the ACC. Failure to comply may result in a fine and/or the owner paying all costs related to the removal of the alteration, change or addition and restoration of the building back to its original condition. Please refer to Architectural Application Procedures and ADDENDUM A.

RECREATION FACILITIES

Recreational facilities, including the two large greenbelt areas, are Common Areas for the use of all Landmark residents. Ref CC&Rs 7.04 Please refer to ADDENDUM B.

LANDSCAPE

The Association maintains the landscape within the 160 acres of Landmark. Please refer to ADDENDUM C.

MAINTENANCE OF FACILITIES

Responsibilities have been established for the maintenance and repairs by Landmark and the unit owner. Please refer to ADDENDUM D.

RULES AND REGULATIONS ENFORCEMENT

If you see a violation of these Rules and Regulations, the proper action is to report the violation, verbally or in writing, to the Management Office. Please refer to the Internal Dispute Resolution Policy and the Schedule of Monetary Penalties, ADDENDUM E.

ELECTION RULES

Election rules and voting procedures have been established and approved by the Board of Directors, in accordance with Civil Code Section 5105. Please refer to ADDENDUM F.

B. GENERAL RULES:

1.0 ACCESS CONTROL

NOTE: Landmark is a limited access community, with Security Officers in charge of access control at the entrance gate.

1.1 All resident vehicles must have current authorized vehicle identifier.

1.2 Visitor access is obtained by residents notifying the Security Officer at the gate, PRIOR to admittance of guests.

1.3 Pedestrian access is via pedestrian gates.

1.4 Visitors and residents are NOT permitted in the gatehouses.

1.5 Security Officers will not accept any items, e.g. keys, packages, notes or flowers on behalf of any resident or guest.

2.0 BALCONIES

2.1 Balconies are to be kept clean; side and deck drains kept clear. They may not be used for storage of unused items or refuse.

2.2 Nothing is permitted on balcony rails.

2.3 Any alterations, including permanent floor coverings, require ACC *prior* approval. Ref CC&Rs 4.18

3.0 BARBEQUES (BBQs)

NOTE: Landmark has two BBQs available for resident's use, located behind the Fitness Center.

3.1 Huntington Beach Fire Code prohibits any charcoal or open flame cooking devices on patios, balconies or decks. The code allows the use of electric and Liquefied Petroleum Gas (LPG) type BBQs with LPG containers limited to 2.5 lbs. or less. Ref California Fire Code Section 308.3.1

3.2 Barbeques are prohibited in the Common Area.

4.0 BREEZEWAYS AND STAIR LANDINGS

4.1 Breezeways, which consist the lower entrance, stairs and upper landings in two-story units, are to be kept clear, free of hazards and may not be used for storage. Ref CC&Rs 4.20.

5.0 BICYCLES

5.1 Bicyclists are required to follow CA Vehicle Code regulations regarding "rules of the road," including traffic signals and signs, driving with the flow of traffic, obeying the speed limits and remaining in traffic lanes.

5.2 Riding on sidewalks is prohibited; residents must walk bicycles when on the sidewalk.

5.3 Walk bicycles through the pedestrian gate when entering or exiting the community.

5.4 Bicycles are required to be placed in the garages or inside patio areas when not in use.

5.5 Storing bicycles in breezeways is prohibited. Ref CC&Rs 4.20

6.0 CAREGIVER (PERMITTED HEALTH CARE RESIDENT)

6.1 Live-in caregivers must be registered with the Management Office.

6.2 Caregivers are contractors and shall abide by the rules and guidelines established for contractors.

7.0 CLOTHESLINES

7.1 The resident may not erect exterior clotheslines visible from the Common Area. Ref CC&Rs 4.11

8.0 COMMERCIAL ACTIVITIES

8.1 No gainful occupation, profession, trade or other non-residential use shall be conducted within the community. Ref CC&Rs 4.15

9.0 DRONES

9.1 Drones are prohibited in Landmark.

10.0 FENCES AND WALLS

10.1 To protect the structural integrity and prevent staining or other damage, fences and walls (vinyl or stucco) may not be altered or painted and nothing may be placed on, over, or be attached to them except by *removable* adhesive hooks with a 1 lb. max weight. Ref CC&Rs 4.18

11.0 FIREWORKS

11.1 Fireworks are prohibited in Landmark.

12.0 FURNITURE AND OUTDOOR DECORATIONS

12.1 Furniture may not be placed in the Common Area where it will interfere with landscape maintenance. Some unit porches can accommodate furniture items no larger than 25" x 30" and still allow safe ingress or egress.

12.2 Porch decorations may not be attached to the stucco or shingles of buildings. Decorations can be placed in the Common Area adjacent to a unit so long as items do not interfere with landscape maintenance or the structural integrity of buildings. In renovated phases, *prior* Landscape Advisory Committee approval is required before placing anything in the Common Area.

13.0 GARAGES

13.1 Residents **MUST** park one car in their assigned garage. Ref CC&Rs 5.02

13.2 Garages are to be kept clean and doors closed. Ref CC&Rs 5.04

13.3 Garages may **NOT** be used for habitation, commercial purpose, as a carpenter shop or for automobile overhaul.

13.4 Residents shall not install or operate any machinery, refrigerating or heating device in the garage, use any illumination other than electric light, use or permit to be brought into their garage any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, other explosive substances, or any articles which are hazardous to life, limb or property.

13.5 Owners are responsible for cost of all repairs caused by faulty automatic door openers or by failure to exercise due care in the use of their assigned garage. Damage to the building or garage shall be paid for by the owner.

13.6 Approval of the Architectural Control Committee is required for any additions or alterations to garages. Modifications of the storage facilities that interfere with garaging of vehicles are prohibited.

14.0 GUESTS

NOTE: Guests are defined as anyone who is not a resident and includes family, friends, children, vendors and contractors.

14.1 Guests may temporarily reside with residents for specific periods, not to exceed sixty (60) cumulative days in a calendar year. Ref CC&Rs 4.24

14.2 Residents must accompany guests in any facility and to all activities. Refer to Addendum B regarding guest's use of recreational facilities.

14.3 Residents are responsible and liable for conduct of their guests at all times.

15.0 HARASSMENT

15.1 Treatment of Employees, Staff, Owners, Residents, Guests and Vendors: No owner, resident or guest shall direct, instruct, yell, reprimand, harass or verbally abuse any Huntington Landmark Association employee, Association vendor, Association third party contractor, resident or guest. All residents shall direct any complaints about Association employees, Association vendors, Association third party contractors, residents or guests conduct or job performance to the on-site General Manager or the Board of Directors.

16.0 HAZARDS

16.1 Hazardous materials, chemicals, substances, activities or improvements are prohibited in any unit or garage.

16.2 Nothing shall be done or kept in any unit or garage which will have the effect of increasing the premium rate or cancellation of insurance affecting any unit or the Common Area.

16.3 Sidewalks, entryways, porches, stairways, breezeways, landings, patios, sunrooms and solariums shall not be used in any manner that will limit ingress or egress from any unit or detract from the neat appearance or decor of Landmark as a whole. These areas must be kept clear of any unnecessary clutter or unsafe items.

16.4 No guns, pellet guns, sling shots or other similar contrivances shall be used in any manner on the premises.

17.0 INSURANCE

17.1 Owners and tenants shall procure and maintain comprehensive liability insurance, naming the Association as an additional insured. Ref CC&Rs 4.23

18.0 LAUNDRY, SWIMSUITS AND TOWELS

18.1 Nothing shall be hung from any patio, balcony, breezeway, window or walkway, e.g. towels, swimsuits or laundry.

19.0 NOISE AND NUISANCES

19.1 Residents may not create a disturbing nuisance, odors or noises by themselves, their family, pets, friends or caregivers; or permit anything that will interfere with the rights, comforts, or convenience of other residents. Ref CC&Rs 4.06

20.0 OCCUPANCY (Owners and/or Tenants)

20.1 Rights to use of facilities of Recreation Common Areas cannot be retained by owner if unit is leased. Ref CC&Rs 8.03

20.2 Owners must notify the Management Office within 5 days when units are purchased, inherited, leased or title changed. The minimum lease period is 3 months. Ref CC&Rs 4.01

20.3 No portion of any unit (other than entire unit) shall be leased; no unit may be sub-let. All leases or rental agreements must be in writing and a copy provided to Management Office at time of registration.

20.4 New owners' and/or tenants' non-refundable processing fees (which are the reasonable costs in providing the service) must be provided at the time of registration, as well as a payment for each vehicle access identifier issued.

20.5 Owners are required to provide tenants a copy of the current Rules and Regulations, Resident Notebook, unit key, garage key or automatic opener, garage emergency override key (for automatic openers), mailbox key and gate key.

20.6 Offsite owners or their property managers must leave contact information where they may be reached by the Management Office in the event of problems.

20.7 All owners and their tenants are subject to Rules and Regulations; owners will be held responsible for any infractions by their tenants.

20.8 Problems within a leased unit, not of an emergency nature, shall be resolved by the unit owner or property manager. Owners must notify the Management Office of any maintenance problems in need of attention by Landmark. Tenants may contact the Management Office directly only for matters of Common Area landscaping or any emergency situation.

21.0 PARKING

NOTE: Landmark is not responsible for damage or loss to any vehicle or its contents while parked in the community.

21.1 Vehicles parked more than 72 hours in one space or appear to be inoperative or leaking fluids may be subject to a fine, plus towing at the owner's expense. CC&R 4.09

21.2 Resident temporary parking (greater than 72 hours, e.g. vacations or hospitalization) requires registration with the Management Office to obtain a special pass, which must be visible from the front windshield, and a specific temporary parking location. Ref. CC&R 4.09

21.3 Guest access passes must be visible from the front windshield.

21.4 Guests, caregivers, contractors and other non-residents shall park on nearby main streets where there is ample parking, not in limited exterior parking spaces in garage areas. Exception: short-time service contractors, such as carpet cleaners, appliance repairs, etc.

21.5 Parking spaces may not be reserved. Exceptions – subject to Management pre-approval: Moving vans, temporary trash bins or storage pods.

21.6 Residents must park their vehicle in the garage overnight.

21.7 Residents may park only one additional vehicle in an exterior parking space in the garage area where their assigned garage exists. Any further vehicles shall be parked on nearby streets where there is abundant curbside parking, or residents can arrange with the Management Office for a reserved space in the long-term parking area.

22.0 PATIOS

22.1 Patios are to be kept clean and may not to be used for storage of unused items or refuse.

22.2 Any alterations, including permanent floor coverings, require ACC *prior* approval. Ref: CC&Rs 4.18

23.0 PEDESTRIANS

NOTE: California Vehicle Code defines a pedestrian as a person who is on foot or who is operating a self-propelled wheelchair, or a 3-wheel or 4-wheel electrically powered device used by some elderly or disabled individuals, *other than a bicycle*, for transportation.

23.1 Pedestrians shall use the pedestrian gates to enter or exit the community.

23.2 Electrically powered devices and wheelchairs shall yield to persons walking and shall travel no faster than a slow walking pace.

24.0 PETS

24.1 Pets must be licensed and inoculated as required by law. Unlicensed and/or stray dogs or cats will be subject to pick up by animal control.

24.2 The number of pets is limited to two (2) pets per household. Ref CC&R 4.08

24.3 Pets must be fed indoors; food may NOT be placed on patios, balconies or other outdoor areas.

24.4 For the safety of residents and pets, dogs must be held on a **leash 6 feet or less** in length when outdoors; pet owners must be in control of and able to restrain their pets at all times.

24.5 Pet owners are responsible for any personal injury or for damage to Association property caused by their pet.

24.6 Pet owners must pick up after their pets and droppings must be bagged and deposited in trash receptacles.

24.7 Pet owners are responsible for noise disturbance by their pets.

24.8 Pets (other than identified Service Animals trained to assist the disabled) are not allowed in the Management Office or any Recreation Facilities, including but not limited to the pool areas, putting green, shuffleboard courts, tennis and pickleball courts, ceramics room or woodshop.

24.9 Pets may not be housed in garages, patios or on balconies.

24.10 Residents are responsible for pets belonging to guests and for any damage or injury they may cause to residents or Association property.

24.11 In accordance with California State Law, residents shall NOT feed wild animals, such as coyotes, squirrels, rabbits, raccoons, ducks or other birds. Exception: hummingbird feeders.

25.0 SALE OR LEASE OF UNIT

25.1 Before the sale or lease of a unit, owners shall insure that realtors representing their unit notify the Management Office, obtain a copy of the Realtor Procedures and conduct themselves accordingly.

26.0 SIGNS, FLAGS & BANNERS

26.1 In accordance with CA Civil Code 1353.6, signs may not be larger than nine (9) square feet and flags and banners not larger than fifteen (15) square feet.

26.2 Building attachment devices for flags and banners must have ACC *prior* approval and be correctly attached to wood (not shingles or stucco). A maximum of two flags or banners is permitted. Ref. CC&R 11.8 (i)

27.0 SKATEBOARDS, SKATES AND SCOOTERS

27.1 Tricycles or motorized child-driven toys, motorized scooters, motorized skateboards, pocket bikes, roller blades, roller skates, scooters, skateboards, or swing scooters are prohibited in Landmark.

28.0 SMOKING

28.1 Smoking is prohibited in all Common Areas, which includes patios, balconies, atriums and garages, and inside of all Recreation Facilities buildings. Smokers are cautioned that any complaints of odors that interfere with the health and safety of neighbors will create a smoking violation and an immediate hearing. Ref CC&R 4.06

29.0 SOLICITING

29.1 Soliciting is prohibited, except for information about Association living, Association elections and General Election matters. Ref. Civil Code 4515.

30.0 STORAGE

30.1 Storage of unused items or refuse is prohibited on any patio, balcony, breezeway, porch or stair landing.

31.0 TRASH

NOTE: Recyclable plastic bottles and aluminum cans may be deposited in receptacles outside the Woodshop entrance.

31.1 Large items, such as appliances, furniture and mattresses, may NOT be placed in or around trash bins. Fees or fines incurred by the Association to remove such items will be charged to the owner.

31.2 Contractors MUST remove their trash from Landmark and may NOT use Association trash bins.

31.3 Boxes must be broken down flat before being placed in trash bin.

31.4 Trash must be bagged and placed INSIDE trash bin.

31.5 Oil, paint and other hazardous materials may NOT be placed inside or around trash bins.

32.0 VEHICLES

32.1 The speed limit in parking lots and garage areas is five (5) MPH and the speed limit on community streets is twenty-five (25) MPH.

32.2 Within two weeks of occupancy or purchase of another vehicle, all resident vehicles must be registered at the Management Office and a current vehicle access identifier affixed to the vehicles by Management.

32.3 Drivers must observe all speed limits, posted stop signs, pedestrian crossings, etc., and shall travel at a speed that acknowledges pedestrian safety.

32.4 Vehicles without a current registration or those registered as non-operational are prohibited and are subject to towing.

32.5 Removing or tampering with any items placed for traffic control or parking regulation is prohibited.

32.6 "For Sale" signs in parked vehicles are prohibited. However, sale notices may be posted through the Management Office. Ref CC&Rs 4.07

32.7 All persons operating and/or parking a motor vehicle in the community are required to comply with the Landmark rules as well as the California Vehicle Code.

32.8 Owners are responsible for any gate strikes caused by them, their guests, tenants, tenant's guests or contractors.

32.9 Vehicles, such as cars, recreational vehicles and boats, may not be repaired or fluids changed in any area within Landmark.

32.10 Only Landmark registered vehicles are permitted to be washed in the designated car wash area.

32.11 With approval of the General Manager, a Plug-in Electric Vehicle (PEV) may be charged in an owner's assigned garage space using the existing electrical system. Approval is a temporary measure and may be revoked at any time. Charging of additional PEVs in the same garage space must also be approved.

- a. Only the existing 120-volt electrical outlet shall be used; the garage-door operator outlet may not be used. The garage electrical shall not be altered.
- b. An owner shall pay a \$20 per month fee (electricity and administration) for charging a PEV in their assigned garage space; this fee is subject to change. An additional \$20 per month fee shall be assessed for charging additional PEVs in the same garage space.
- c. Monthly charging fee(s) will be included in an owner's monthly assessment statement. An owner shall pay for their tenant charging a PEV in their assigned garage space.
- d. Because of the limited electrical power available in garage-building circuits, multiple owners charging their PEVs at the same time may create an overload that trips the circuit breaker. Affected owners must resolve such a problem between themselves.

32.12 With *prior* approval of the Architectural Control Committee, an owner may install, operate, and maintain a new PEV charging station in their assigned garage space at their expense. An owner may not install a PEV charging station at other common area locations; e.g. in a parking lot or in the parking space in front of a unit.

32.13 A PEV shall not be charged by running a power cable from a unit or garage across the common area to the vehicle.

32.14 A PEV shall not be charged by plugging a vehicle into an exterior electrical outlet in the common area.

32.15 An owner may be fined for each occurrence when the owner or their tenant violates these rules.

33.0 VEHICLE STORAGE AREA - Recreational Vehicles (RVs)

33.1 Only residents may rent a space for a Class A, B, and C motorhomes, trailers, travel trailers or boats on trailers.

33.2 Resident's RV must be parked in their assigned space and have a valid, visible Resident Vehicle Storage Area (VSA) Identifier.

33.3 Only one RV may occupy the assigned space.

33.4 RVs may NOT be lived or slept in while parked in the VSA.

33.5 Storage sheds, boxes, bins or additional wheeled vehicles are not allowed; sharing the RV space is prohibited.

33.6 RVs stored in the VSA are at the owners' risk.

33.7 RVs may not park in residential areas except to load or unload (4-hour limit).

33.8 Guest RVs are NOT ALLOWED on the property; refer to private or public RV/Camping Guides.

34.0 WORKING TIMES AND DAYS

34.1 Maintenance, repair, or alteration work is only permitted from 7:30 am to 6:00 pm, Monday through Saturday, excluding holidays, unless there is an emergency.

Exception: Work that does not require Architectural Control Committee approval, *and* does not require use of Common Areas, *and* does not create noise, *and* is not a nuisance to neighbors, is not subject to these time limits.

ADDENDUM A – ARCHITECTURAL CHANGES

Approved by Board of Directors 09/02/2021

PURPOSE

The purpose of the Architectural Control Committee (ACC) is to maintain the architectural character and structural integrity of Association property as it was established by the original design. It is necessary for construction methods, modifications, materials, and colors used for changes affecting the Common Area be approved by the ACC prior to start of any work. (CC&R 4.16) The established Specifications and committee approval of homeowner requests will ensure a continuity of design and function, therefore maintaining consistency of appearance and enhancing overall property values.

GENERAL PROCEDURE

Owners should review the *ACC Matrix* document to determine the necessary, applicable steps to begin a project. ACC standards are included with each application. The items listed below, as applicable, must accompany each *Request for Architectural Change* presented to the ACC for review and consideration of approval of additions or modifications. The necessary forms are available at the Management office and can be found online at www.HuntingtonLandmark.com. The items which may, from time to time, be edited or updated; consult with the Management office to determine if you have the most up-to-date versions of required documents.

Unit floor plan showing location of change

Upon ACC approval, you may be required to obtain a permit from the City of Huntington Beach

Completed *Contractor Acceptance Agreement*

Signed *Contractor Requirements Agreement*

Signed *Use Permit Agreement*

Samples of colors, materials, or product brochures as requested

Scope of Project Requirements

All future repair and maintenance of the new construction/alterations shall be the owner's responsibility.

In all cases, changes must be equal to or of greater quality than existing conditions.

Drawings submitted with applications must indicate dimensions but do not need to be to scale.

Exterior stucco and paint repairs are the owner's responsibility.

Existing venting or utility conduits may not be disturbed without *prior* written approval of the ACC.

Complex projects may require the submission of multiple application type requests for change – if necessary, contact Management to arrange a meeting with the ACC for discussion and clarification.

Timeline

- Work may not commence without written approval of the ACC and placement of the Yellow Project Approval Sign in the Unit window.

ADDENDUM A – ARCHITECTURAL CHANGES

Approved by Board of Directors 09/02/2021

- The project must be completed within ninety (90) days
- Return the *Notice of Project Completion* form to the Management office within ten (10) days of the completion of your project
- Make arrangements with the ACC for a final inspection after a City of Huntington Beach final inspection has been performed and approved
- You will receive a *Final Approval* letter for your files and a copy will be saved with Management

UNIT SALE REQUIREMENTS

Once a realtor is selected, owner must contact the Management office to initiate and inspection to be conducted by the ACC and the Landscape Advisory Committee (ACC). An inspection report will be prepared and provided to the requestor and will detail any work required. Final sale approval will be given after any needed corrective action is completed and approved. Paperwork, permits, and any other documentation can be delivered to the Management office.

**HUNTINGTON LANDMARK RULES AND REGULATIONS
RECREATIONAL FACILITIES
ADDENDUM B**

Approved by the Board of Directors 10-04-18

B1.0 RECREATION FACILITIES – GENERAL

B1.1 Recreational facilities are common areas for use of all residents. Residents may invite guests to join with them in the use of some recreational facilities and amenities, as detailed herein. Exceptions for special circumstances may be arranged through the Recreation Office.

B1.2 Guests are defined as anyone who is not a resident and includes family, friends and children. See 6.0 below and the guest section of the general rules.

B1.3 Caregivers are considered a contractor, not a guest. A caregiver may accompany a resident, but may not use the recreation facilities.

B1.4 Guests are permitted at various Landmark sponsored events, e. g. annual Pool Parties and Concerts-on-the-Green, when accompanied by a resident.

B1.5 Greenbelts – (two large areas around the Recreation Center)
Greenbelt areas are open to all residents and their guests of all ages. For groups of 10 or more, please contact the Recreation Office ahead of time.

B1.7 Guests shall be included for all ticketed events at the discretion of the Recreation Office.

B1.8 Pets (other than identified Service Animals trained to assist the disabled) are not allowed in any of the recreational facilities. Exception: Greenbelt areas.

B1.9 The Main Lounge and MPR (Multi-Purpose Rooms) 1 and 2 may be reserved for exclusive use for a private event. See the Recreation Office for the policy and procedures on how to reserve a room.

B2.0 BASKETBALL HOOP – See posted signs/rules

B3.0 BILLIARD ROOM – See posted signs/rules

B3.1 Residents must accompany guests.

B3.2 No guests under age 18.

B4.0 CERAMICS ROOM – See posted signs/rules

B4.1 Residents only; no guests.

B4.2 Follow ceramic room procedures

B5.0 FITNESS CENTER – See posted signs/rules

B5.1 Residents only. Exception: a caregiver, certified trainer or physical therapist may accompany a resident in the fitness center, but may not use the equipment.

B6.0 GUESTS

B6.1 Residents must accompany guests in any facility and to all activities.

B6.2 Residents are responsible and liable for conduct of their guests at all times.

B6.3 The Recreation Office may limit the number of guests, as necessary, to accommodate Landmark residents.

B7.0 PICKLEBALL COURT – See posted signs/rules

B7.1 Residents must accompany guests.

B7.2 No guests under age 18.

B8.0 PUTTING GREEN – See posted rules

B8.1 Residents must accompany guests.

B8.2 No guests under age 18.

B9.0 SHUFFLEBOARD COURTS – See posted signs/rules

B9.1 Residents must accompany and are responsible for their guests, age 10 or older.

B10.0 SPAS – See posted signs/rules

B10.1 Residents must accompany guests.

B10.2 Guests under age 18 are NOT allowed in the spas.

B10.3 Persons with symptoms of, or afflicted with a communicable disease are prohibited from using the spas.

B11.0 SWIMMING POOLS – See posted signs/rules

MAIN POOL

B11.1 Only identified service animals trained to assist the disabled permitted in the pool area.

B11.2 All gates to pool facilities are to remain locked at all times.

B11.3 Only safety flotation devices and “swim noodles” allowed in the pool.

B11.4 Residents must accompany guests.

B11.5 Guests under age 18 are allowed in the pool only during posted hours of 10 AM to 12 PM daily, except for Landmark sponsored family and holiday events.

B11.6 Diapers (adult's or children's) are NOT allowed; children who are not toilet-trained may not use the pool.

B11.7 Persons with symptoms of, or afflicted with a communicable disease are prohibited from using the pool or locker rooms.

B11.8 Motorized carts, manually operated or motorized wheelchairs or strollers may not be brought closer than eight feet from the edge of the swimming pool.

B11.9 Cell phones may be used QUIETLY around pool areas, with consideration for others nearby.

BEACON POOL AND CABANA – See posted signs/rules

B11.10 Guests under age 18 are NOT permitted access or use of the Beacon Pool or Cabana.

B11.11 Only identified service animals trained to assist the disabled permitted in the pool area.

B11.12 All gates to pool facilities are to remain locked at all times.

B11.13 Only safety flotation devices and “swim noodles” allowed in the pool.

B11.14 Residents must accompany guests.

B11.15 Persons with symptoms of, or afflicted with a communicable disease are prohibited from using the pool.

B11.16 Motorized carts and manually operated or motorized wheelchairs may not be brought closer than eight feet from the edge of the swimming pool.

B11.17 Cell phones may be used QUIETLY around pool areas, in consideration for others nearby.

B12.0 TENNIS COURTS – See posted signs/rules

B12.1 Residents must accompany guests.

B12.2 No guests under age 18.

B13.0 WOODSHOP – See posted signs/rules

B13.1 Residents only; no guests.

B13.2 Residents must sign a liability waiver to operate woodshop equipment.

B13.3 Woodshop procedures must be followed.

HUNTINGTON LANDMARK RULES & REGULATIONS

ADDENDUM C – LANDSCAPE

Board of Directors Approved 07-02-20

In April 2019 the Board of Directors approved a multi-year Master Plan for Landscape Renovation. The Master Plan was developed by the Landscape Advisory Committee (LAC) to protect our Association buildings and infrastructure by upgrading both the irrigation and landscape in the Common Areas.

All landscape/irrigation maintenance is done by the Association's Contractor. Direct instruction or conversation with the Association Contractor's personnel is prohibited; any issues or concerns should be directed to Management or the LAC.

Common Areas are defined in the CC&Rs. Ref. 1.20, 1.31; 1.33 & 3.03c (patios and balconies), 1.34, 1.35d, 4.16 & 4.20 (outside building walls and fences including grounds, pavement, sidewalks, steps, porches and breezeways which consist of the lower entrance, stairs and upper landings); breezeways are maintained by the Association.

The following rules are applicable to all Common Areas in Landmark:

1. Removal of Association plants is prohibited. Ref CC&R 4.16
2. Nothing may be placed in front of, behind, above, or between Association plantings which could interfere with plant growth, irrigation systems, ground cover or maintenance work.
3. Effective January 2018, no new resident plantings are permitted in the Common Area per the Board of Directors.
4. Resident plantings that were installed *prior* to January 2018 in non-renovated phases are limited to ten (10) potted plants, and/or 5 garden decorations, provided they are maintained in pristine condition.
5. Resident plantings shall be maintained by the resident in pristine condition until: 1) their phase is renovated; 2) their unit is sold or title changes; 3) the unit becomes a rental; 4) the owner is no longer able to maintain the area. Owners shall pay any costs involved for restoration back to Association plantings, unless it occurs during Phase Renovation.
6. Invasive and/or hazardous plant species are not allowed.
7. Existing edging separators approved *prior* to January 2018 must be maintained in pristine condition. No other edging is to be installed and all edging will be permanently removed during renovation or upon a change in occupancy.

8. No empty pots, empty planter boxes, garden tools or artificial flowers are permitted in the Common Area.
9. Pots may not be placed on or beside the sidewalks leading to a unit.
10. Pots on patios, balconies, porches or atriums, shall be no more than 16" in diameter, at least 24" below roof overhangs and building fascia, and at least 6" from interior and exterior walls. Plants shall not touch building exteriors or fences. Ref CC&R 4.16
11. In Two-Story Building Breezeways:
 - a) Pots on balconies or landings must be plastic with waterproof plastic saucers; no ceramic, clay or metal pots are permitted.
 - b) Pots on lower entrance areas must have waterproof saucers.
 - c) Pots may not be more than 16" in diameter.
 - d) Plants shall not touch walls, stairs or other surfaces.
 - e) Nothing may overhang another resident's patio or be hung from any portion of the breezeway or placed on balcony ledges.
 - f) After renovation, Rule 12 also applies to all breezeway areas.
12. Once a phase is renovated, LAC prior approval is required for any additions to the Common Area including, but not limited to: Paving Stones; Potted Plants; Statuary; Garden Flags; or Bird Baths. Ref CC&R 4.16 and 4.18.
13. Hummingbird feeders and approved birdbaths must be kept clean and situated where they do not restrict access by Association Contractor workers.
14. All trees are the property of the Association and nothing may be hung in, on or placed under a tree. EXCEPTION: The Association has approved blue bird boxes in trees as part of a national project to save blue birds. Information about these boxes is available from the Management Office or the LAC.
15. Nothing may be affixed to the exterior stucco or shingled walls of buildings, including but not limited to decorations, hanging plant hooks, signs, flag holders, brackets, wires, trellises and planter boxes. Ref CC&R 4.16

HUNTINGTON LANDMARK RULES AND REGULATIONS

ADDENDUM D – MAINTENANCE RESPONSIBILITIES

Approved by the Board of Directors: July 12, 2023

CC&Rs Sections 4.18 and 5.05 set forth maintenance (repair and replacement) responsibilities of the Association and of Owners. In general, Owners are responsible for the maintenance of all components within the interior of their units (including laundry rooms) whose limits are the interior surfaces of the ceilings, walls, floors, windows, and doors as well as the maintenance of some exterior components designed to serve only their units.

Owners are also responsible for the maintenance of all components they or a previous Owner installed or altered whether or not the Architectural Control Committee had approved them.

The cleanliness of units, entries, patios, balconies and assigned garages are also the responsibility of Owners.

The following table details the maintenance (repair and replacement) responsibilities of the Association and of Owners. Owners are responsible for the repair of damages to common-area components they or their tenant's cause.

Questions concerning maintenance responsibilities should be directed to the Management Office.

	COMPONENTS	ASSOCIATION	OWNER
A	Air Conditioning, Heating, Laundry, Water Heaters		
	1. Air-conditioning systems and related components (exception in A5)		▲
	2. Heating systems, registers, vents and ducts and related components (exception in A5)		▲
	3. Cleanliness of furnaces, water-heaters, and laundry drains and vents		▲
	4. Laundry appliances and water-heater and their vents (exception in A5)		▲
	5. Vents and ducts for water heaters, exhaust fans, heating systems and air-conditioning systems within the confines of an attic, walls, and first floor ceiling	▲	
	6. Pans under water heaters and washing machines <u>except</u> concrete-filled pans in 2 nd -floor units in Phases 2, 3 and 4		▲
	7. Radiant ceiling heat wiring in Phase One units <u>unless</u> ceilings were scraped and re-covered by the Owner	▲	
	8. Radiant ceiling heat thermostats in Phase One units		▲
B	Balcony, Front Entrance, Patio, Atrium, Two-Story Building Landings		
	1. Cleanliness of patio, atrium and balcony drains		▲
	2. Floor coverings (rugs, tile, etc.)		▲
	3. Painting atrium exterior surfaces within a covered atrium		▲
C	Bathrooms		
	1. Cabinetry, toilets, toilet wax seals and mounting bolts, tubs, sinks, and showers		▲
	2. Toilet mounting flanges	▲	
	3. Shower and tub pans		▲
D	Cables, Wiring and Antennas		
	1. Telephone, television, internet, satellite, computer, and audio equipment		▲

	COMPONENTS	ASSOCIATION	OWNER
E	Condominium Interior		
	1. Baseboards, quarter rounds, door moldings, and crown moldings		▲
	2. Exhaust fans (kitchen and bathrooms) and their vents (exception in A5)		▲
	3. Floor coverings (rugs, tile, etc.) within a unit		▲
	4. Kitchen appliances		▲
	5. Painting, texturing, coverings on walls, ceilings, and interior doors		▲
	6. Smoke and carbon-monoxide alarms		▲
	7. Water shutoff valves, flex lines, hoses, and drains (showers, tubs, sinks, toilets, water heaters, laundry, etc.)		▲
F	Condominium Exterior		
	1. Fences, rails, walls, gates, patios, balconies, breezeways, stairways, and landings	▲	
	2. Gutters and downspouts except those installed by Owners	▲	
	3. Insulation within walls, ceilings and attics	▲	
	4. Skylights, solar tubes, and related components		▲
	5. Solariums, sunrooms, atrium covers/roofs, and related components		▲
	6. Structural walls, exterior walls, siding, wood trim, stucco, roofs, and roof vents	▲	
	7. Water shutoff valves and hose bibs on exterior of building	▲	
	8. Water lines within walls, floors, ceilings, attics and on interior surfaces upstream of a shutoff valve	▲	
G	Doors and Windows		
	1. Interior doors, exterior doors (entry, patio, balcony and laundry), and related components		▲
	2. Painting inside of exterior doors (entry and laundry)		▲
	3. Painting outside of exterior doors (entry and laundry)	▲	
	4. Window glass and screens, patio/balcony-door glass and screens, and related components		▲
	5. Window frames and exterior-door frames (entry, patio, balcony and laundry)	▲	
H	Electrical		
	1. Electrical components within walls, ceilings and attics; wiring, junction boxes, circuit-breaker boxes and internal bus bars	▲	
	2. Interior lights, switches, outlets, ground-fault circuit interrupters (GFCIs), circuit breakers, and doorbell chimes		▲
	3. Porch, entry, patio and balcony light fixtures, outlets, and doorbell buttons		▲
I	Gas Lines		
	1. Gas shutoff valves and flex lines within a unit and laundry room		▲
	2. Gas lines within walls, floors, ceilings, attics and connected to meters	▲	
J	Garages		
	1. Garage doors, door frames, hinges, springs, tracks, rollers, electrical wiring, garage and door operator receptacles and light switch	▲	
	2. Garage door electric openers and associated controls, operator emergency release, all light bulbs (garage and operator), all keys (door lock, emergency door release and outside door switch)		▲
K	Sanitary Sewers		
	1. Sanitary sewer lines, drains and vents within walls, floors, ceilings, attics, and outside of buildings	▲	
	2. Sanitary sewer lines or drain line blockage due to a resident's negligence		▲

ADDENDUM E

HUNTINGTON LANDMARK RULES & REGULATIONS

SCHEDULE OF FINES AND PENALITES

Approved by the Board of Directors 7/11/19

In accordance with the requirements of the Association’s Bylaws Section X and Civil Code 4350, the following is the Board approved schedule of fines and penalties for violations of the Bylaws, CC&Rs or Rules & Regulations, that may be imposed after a notice and hearing before the Board of Directors:

Violation of:	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence
<i>Any Bylaws, CC&Rs or Rules & Regulations provision, except as noted below.</i>	Minimum \$100 plus cost of repairs, medical expenses, and/or suspension of privileges, as applicable	Minimum \$200 plus cost of repairs, medical expenses, and/or suspension of privileges, as applicable	Minimum \$500 plus cost of repairs, medical expenses, and/or suspension of privileges, as applicable	Minimum \$1,000 plus cost of repairs, medical expenses and/or suspension of privileges, as applicable,
<i>Special Condition Rules & Regulations Provisions, as follows:</i>				
Harassment: verbal or physical abuse of any Management Company employees or Association onsite Contractors	Minimum \$500 and/or suspension of privileges, as applicable	Minimum \$1,000 and/or suspension of privileges, as applicable	Minimum \$2,000 and/or suspension of privileges, as applicable	Minimum \$3,000 and/or suspension of privileges, as applicable
Placing food items, including bird feeders, on patios or in Common Areas for birds, squirrels, coyotes, or other wildlife.	Minimum \$250 and/or suspension of privileges, as applicable	Minimum \$500 and/or suspension of privileges, as applicable	Minimum \$1,000 and/or suspension of privileges, as applicable	Minimum \$2,000 and/or suspension of privileges, as applicable

**HUNTINGTON LANDMARK SENIOR ADULT
COMMUNITY ASSOCIATION**

Election Rules and Voting Procedures

Approved by the Board of Directors May 05, 2022

Election Rules and Voting Procedures
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Election Rules and Voting Procedures

The following Association election rules and voting procedures (Rules) are adopted by the Board of Directors, pursuant to Civil Code Section 5105.

These Rules govern Association elections and voting and are intended to bring the Association into compliance with Civil Code Sections 5100 through 5145. These Rules also are intended to preserve the fairness of the Association's membership voting process.

I. INSPECTORS OF ELECTION

A. Selection

1. **By Board at Meeting.** Inspectors of Election may be selected by the Board. The Board shall meet in open session to select one (1) or three (3) Inspectors of Election of the Association for any elections up through and including the next Annual Meeting.
2. **By Board Prior to Any Election.** If the Board has not previously designated Inspectors of Election, at least thirty (30) days before any Association vote or election for the categories set forth in these Rules, the Board shall designate one (1) or three (3) persons to serve as Inspectors of Elections.
3. **By Board to Fill Vacancy.** In the event one or more of the Inspectors of Election are unable or unwilling to serve out their term, or are unable or unwilling to serve in a particular vote or election, alternatively, the Board may fill the vacancy, or may designate the Association's managing agent (if not previously appointed as the Inspector) to act as the Inspector of Elections.
4. **By Members in Attendance.** If the Board of Directors has not appointed Inspectors of Election, then Inspectors of Election may be selected by the Members in attendance at a membership voting meeting. If Inspectors are selected by the Members in attendance, the Members shall move to appoint one (1) or three (3) Inspectors, who must meet the inspector qualifications of these Rules. The selection by the membership of Inspectors of Election shall be upon a majority of those present.

B. Inspector Qualifications

1. An elections inspector may be a Member of the Association or may be an independent third-party non-member including but not limited to the following:
 - a. Volunteer poll worker with the county registrar of voters;
 - b. A licensee of the California Board of Accountancy; or
 - c. A notary public; or

- d. A person not currently employed by or under contract with the Association for any Association services ; or
 - e. A company specializing in association elections and ballot counting.
- 2. An elections Inspector(s) must not be a director or a candidate for any election, nor related by blood or marriage to any candidate for election.
 - 3. Inspector(s) must agree to familiarize themselves with these Rules and to be present at any membership voting meetings or ballot counting during their term.
 - 4. Inspector(s) must avoid any favoritism or partiality to any candidate or point of view, and must be committed to conducting a fair and honest election, in full compliance with these Rules.

C. Decisions

- 1. In the case of three (3) inspectors, they shall act by majority vote, and the decision or act of a majority shall be effective in all respects as the decision or act of all.
- 2. Inspector(s) may appoint and oversee additional persons to count and tabulate votes as the Inspector(s) deem necessary and appropriate.

D. Inspector Duties

Inspector(s) of Election Shall:

- 1. Perform their duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.
- 2. Determine the number of memberships and the voting power of each, if necessary.
- 3. Determine the validity, authenticity and effect of proxies, if proxies are used.
- 4. Receive and hold ballots or direct where ballots are to be returned and held until votes are tallied.

5. Hear and determine any challenges and questions regarding voting issues.
6. Open all secret ballot envelopes received, and tabulate all votes cast.
7. Determine the times for beginning and end of voting at meetings where votes will be tallied for the particular vote or election; however, the date, time and place of the meeting shall be determined by the Board of Directors.
8. Issue a report certifying the results of the election. The Inspector's report is prima facie evidence of the facts stated in the report.
9. Maintain custody of all ballots for the particular vote or election until they are turned over to the Association.
10. Maintain custody of all ballots for the particular vote or election until they are turned over to the Association, both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association or member shall report any errors or omissions to either list to the Inspector(s) who shall make the corrections within two (2) business days;
11. Perform such acts as may be proper to conduct the election with fairness.

II. NOMINATION PROCEDURES (Applicable Only to Meetings Electing Directors)

- A. **Nomination Forms.** The Association shall provide general notice of the procedure and deadline for submitting a nomination one hundred and twenty (120) days before the date set for the Annual Meeting. The notice shall include information about when director elections are to be held, and also include candidate nomination forms. Interested members shall have at least thirty (30) days to return their nomination forms.
- B. **Deadline.** Completed Candidate nomination forms shall be returned by the due date, no later than ninety (90) days prior to the date set for the meeting as directed, in order for the candidate to be included on the ballot. The Association shall provide a written or electronic communication within seven (7) business days of receiving a nomination which acknowledges the Member's nomination.

- C. **Late Forms.** Any nomination form not timely received by the designated recipient will not be included in the secret written ballot procedure mailed in accordance with these rules.
- D. **Forms Content.** Completed candidate nomination forms shall include a representation that the nominated Member is a Member in good standing, meets all qualifications for Membership, and has agreed to place his or her name in nomination.
- E. **Nomination Decision.** The Association shall provide a written or electronic communication within seven (7) business days of receiving a nomination which approves or rejects the Member's nomination to appear as a candidate on the ballot. If the Member's nomination is not accepted as a qualified candidate for the Board of Directors, the Association shall provide a basis for the disqualification, and the procedure following Civil Code 5900 explaining how the nominee may appeal the disqualification.
- F. **Candidate's Statement.** Completed candidate nomination forms may also include a candidate's statement or indicate that the candidate has declined to submit a statement. The Association shall distribute candidate statements as submitted and is not responsible for the content of any candidate statement submitted. If photographs are to be included, then equally sized photographs should be used for each candidate.
- G. **Result of Failure to Comply.** The names of candidates/nominees that do not follow the aforementioned procedures will not appear on the ballot.
- H. **Self-nominations.** A Member may nominate himself/herself, so long as the Member meets the qualifications to serve as a director. Nominations may not be made from the floor of the Meeting. Write-in candidates will not be considered.
- I. **Nominating Committee.** In the event a nominating committee is formed pursuant to the Association's Governing Documents, the committee shall comply with these procedures in addition to those set forth in the Governing Documents.

III. NOTICE OF MEMBERSHIP MEETINGS AND ELECTIONS

- A. Director elections must be held at the end of each director's expiring term and at least every four (4) years.

- B. The Association must give at least thirty (30) days advance written notice to the Membership of any meeting at which a Membership vote is to be taken.
- C. General notice of the following shall be given to the Members one hundred and twenty (120) days before the Election or recall of Directors.
 - 1. The number of board positions that will be filled at the election.
 - 2. The deadline for submitting nominations.
 - 3. The manner in which nominations can be submitted.
 - 4. A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- D. For meetings with elections requiring the secret ballot process, the Association shall provide general notice of all of the following at least sixty (60) days before the elections of directors and for recall elections:
 - i. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections.
 - ii. The date, time, and location of the meeting at which ballots will be counted.
 - iii. The list of all candidates' names that will appear on the ballot.
 - iv. Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

IV. BOARD MEMBER NUMBER AND QUALIFICATIONS

- A. **Number and Term.** A. The Board of Directors is comprised of seven (7) directors. Directors are elected to fill open seats each year for two (2) year terms. Four (4) directors are elected in odd numbered years; three (3) directors are elected in even numbered years.
- B. **Good Standing.** A person shall not be eligible to be a candidate or to serve on the Board if he or she:

1. is not a member of the Association at the time of the nomination. For purposes of this requirement, when a legal entity that is not a natural person holds title, the entity shall have the power to appoint someone to act as a member;
2. resides in a Unit that is delinquent in the payment of regular or special assessments to the Association. A member who either pays under protest or has entered into a payment plan pursuant to Section 5665 shall be considered current with their assessments for this provision;
3. would be serving on the Board at the same time as another member who holds a joint ownership interest in the same separate interest parcel as the member and the other member is either properly nominated for the current election or an incumbent Director;
4. has been a member of the association for less than one (1) year;
5. has a past criminal conviction that would, if the member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 or terminate the Association's existing fidelity bond coverage.

The Association shall not disqualify a person from nomination to or service on the Board of Directors unless the Board provides that member with the opportunity to engage in internal dispute resolution (IDR) as provided in Section 5900 .

V. CAMPAIGNING, CANDIDATE STATEMENTS, COMMON AREA ACCESS AND USE OF ASSOCIATION FUNDS

- A. Any candidate for the Board, or any Member advocating a point of view on an issue which is to be voted upon, shall have equal access to any Association media, newsletters, or Internet Web sites during the campaign, for purposes that are reasonably related to the election or other vote which is being taken.
- B. Equal Access shall be provided to all candidates and for all points of view, including those not endorsed by the board, for purposes that are reasonably related to the election.
- C. The Association shall not edit or redact any content of less than 100 words from any statement or election communication received from an Owner. Any content published shall include the following statement:

“These statements are from the candidates themselves, and not the Association. Neither the Association nor the Board of Directors is responsible for or necessarily endorses any of the views expressed in these statements.”

- D. All Members shall have equal access to any Common Area meeting space, during a campaign, at no cost, for purposes reasonably related to the election.
- E. Association funds shall not be used for campaign purposes, (as defined in Civil Code Section 5135) in connection with any Board election or any other Association election except to the extent necessary to comply with duties of the Association imposed by law.

VI. QUORUM

- A. **Quorum** is the minimum number of Members which must be participating in order to enable the Association to conduct a Members meeting, including tabulate ballots.
- B. In order for a Member to count as participating, and therefore be included in the quorum, a Member must either:
 - 1. Personally attend; or
 - 2. Submit a ballot pursuant to these Rules in advance of the meeting or ballot counting; or
 - 3. Provide a proxy to a person who attends on behalf of the Member.
- C. For purposes of this Association as set forth in the Bylaws, quorum is more than fifty percent (50%) of the membership represented and entitled to vote. Quorum for an adjourned meeting shall be at least 25% percent of the membership voting power; however, for purposes of Special Assessment votes, pursuant to Civil Code Section 5605, quorum means more than fifty percent (50%) of the Owners of the Association, notwithstanding any provision of the Governing Documents.
- D. All ballots returned in accordance with the voting instructions shall count for purposes of determining if quorum has been achieved for any particular vote or election.
- E. The existence of quorum shall be determined by the total of all ballots received in advance of the meeting, plus the total Members represented in

person or by proxy at any annual or special meeting held for purposes of the vote or election who have not previously returned ballots.

- F. Envelopes containing ballots cast prior to the meeting for counting shall not be opened for any reason but shall be date stamped or logged, organized and/or counted for quorum purposes only, prior to the tabulation by the Inspector(s) of Election.
- G. If quorum is not achieved, the meeting may be adjourned by the vote of a majority of votes represented in person or by proxy, to a date according to the procedure set forth in the Governing Documents. The secret ballots received prior to the meeting at which the votes were to be counted shall be maintained in a location designated by the Inspector(s) of Election, unopened, in a secure location until the adjourned meeting date.

VII. VOTING QUALIFICATIONS

- A. **No Splitting of Votes.** Each Unit is entitled to one vote on any matter, or each open seat on the Board of Directors, for which a vote is taken. Fractional votes shall not be allowed.
- B. **Determination of Membership.** In the event of a dispute over the current Unit Owner, the Unit Owner(s) shall be determined by the latest recorded deed as of the date the written secret ballots were mailed to the Owners.
- C. **Multiple Owners of Same Membership.** Where more than one person is identified as the record title Owner of a Unit, the vote for such Unit shall be determined by the Owners. Only one ballot may be submitted on behalf of a Unit. Where multiple record Owners of the same Unit are unable to agree as to how their vote shall be cast and cast multiple ballots on behalf of a single Unit, no vote shall be counted for the matter in question; however, the ballot shall be counted for quorum purposes only. If any record Owner exercises the voting rights of a particular Unit, it will be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of the same Unit.
- D. **Cumulative Voting.** Cumulative voting is permitted.
- E. **Multiple Ballots Cast on Same Membership.** Where more than one ballot is received for a single Unit, the ballot shall not be tabulated for purposes of the particular vote or election; however, the Unit will be counted as voting for quorum purposes only.

VIII. SECRET BALLOT PROCEDURE

- A.** Notwithstanding any other law or provision of the Governing Documents, the following matters shall be decided by secret ballot, in accordance with the procedures set forth herein.
1. Election or recall of Directors;
 2. Assessments requiring Member approval;
 3. Amendments to the Governing Documents requiring membership approval; and,
 4. Grant of Exclusive Use Common Area pursuant to Civil Code Section 4600.

B. Two Methods of Membership Decisions

The Association may conduct the membership votes specified above by either of two methods. Decisions may be accomplished by either a meeting of the membership, or by a membership voting by written ballot without a meeting. Membership votes to elect the Board of Directors shall be conducted in conjunction with the Annual Meeting.

In voting by written ballot without a meeting, the Members vote with written secret ballots and the secret ballots shall be opened in an open board meeting.

When voting in conjunction with a membership meeting, Members may vote by ballots cast in advance of the meeting or may attend and cast a ballot in person, or they may give their proxy to another person who will attend the membership meeting and vote.

- C.** In either type of membership vote or election, the following procedure shall be followed:
1. The current version of the Association's election Rules shall be delivered along with the Ballots and two (2) preaddressed envelopes with instructions on how to return ballots. The ballot and envelopes shall be mailed by first-class mail or delivered by the Association to every Member not less than thirty (30) days prior to the meeting date or, if the membership is conducting a vote without a meeting, not less than 30 days prior to the deadline for voting. The current Association Election Rules shall be delivered either vial Individual Delivery via

Civil Code section 4040 or by posting the election rules to a website and including the web site address on the ballot with the phrase in 12-point font “The rules governing this election may be found here: _____.” **In order to preserve confidentiality, a voter may not be identified by name, address or Unit number on the ballot. The ballot itself shall not be signed by the voter.**

2. The ballot shall be inserted into an envelope and sealed (ballot envelope). The ballot envelope is then inserted into a second outer envelope that is sealed (outer envelope). In the upper left-hand corner of the outer envelope, the voter prints and signs his or her name. In addition, the outer envelope shall state the Member’s address and shall indicate the Unit number that entitles him or her to vote.
3. The outer envelope is addressed to the Inspector or Inspectors of Election, or other designated ballot recipient who will be tabulating the votes. Each Member is responsible for submitting his or her envelope to the Inspector(s). The Member may mail the envelope or deliver it by hand to a location specified by the Inspector(s) of Election. The Member may request a receipt for any hand delivered ballot.
4. The sealed ballots shall remain in the custody of the Inspector(s) of Election or maintained at the location designated by the Inspector(s) until after said ballots are tabulated and custody has been transferred to the Association.
5. Secret ballots received as specified by the Inspector(s) are irrevocable.
6. In the case of election to the Board of Directors, the ballots shall list all candidates in a uniform fashion. No preference or endorsements may be indicated.

D. Election by Acclamation

The Association may consider the qualified candidates elected by acclamation if the deadline for submitting nominations has passed and the number of qualified candidates is not more than the number of vacancies to be elected. The Inspector of Elections shall determine whether to consider the qualified candidates may be elected by acclamation provided all of the following conditions have been met:

1. The Association has held a regular election for the directors in the last three (3) years. The three-year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election by acclamation.
2. The Association provided individual notice of the election and the procedure for nominating candidates as required above in notice and timing.

IX. Receipt, Handling, Care and Custody of Ballots

- A. Prior to the mailing of the secret ballots to the Owners, the Inspector(s) of Election and/or Board of Directors shall determine the location where the secret ballots are to be returned. The Inspector(s) or Board may designate the Association manager's address as the location for return of ballots.
- B. Members may return their secret ballot in the following manner:
 1. By mail (it is the responsibility of the voting Member to mail it with sufficient time so as to be received by the Inspector(s) prior to the meeting.)
 2. By hand delivery to the specified location; or
 3. By hand delivery to the meeting at which the votes will be tabulated. Only ballots returned prior to the closing of voting shall be counted.
- C. Upon receipt, the secret ballot envelope shall not be opened. Ballots received may be date stamped or otherwise noted with the date of receipt on the outer unopened envelope.
- D. The sealed ballots at all times shall be in the custody of the Inspector or Inspectors of Election, or at the location designated by the Inspector or Inspectors, until after the tabulation of the vote, until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association custody has been transferred to the Association. The inspector(s) of elections shall make the ballots available for inspection and review upon written request by an association member or their authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote..

X. PROXIES

- A. Members, as an alternative to voting by written secret ballot, may grant their right to vote to another Member by use of a proxy.

- B.** Any Member may designate another Member as a “proxy,” giving that person the authority to appear at a membership meeting and to vote on the Member’s behalf.
- C.** A general proxy need not be in any particular form, but must be:
 - 1.** Written;
 - 2.** Dated;
 - 3.** Signed by the giver of the proxy;
 - 4.** State the Member is granting to another Member the right to vote the Member’s interest in an Association meeting.
- D.** Any instruction given in a proxy issued for an election that directs 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 Member who is the Proxy Holder to retain.
- E.** A proxy may be revoked at any time by the Member.
- F.** Proxies granted for a specific meeting shall expire upon the conclusion of the stated meeting (or any postponement or adjournment of that meeting). If the proxy does not refer to a specific meeting, and does not state a specific expiration date, it shall expire eleven (11) months after the date it is executed by the Member.
- G.** The Member who is the Proxy Holder must be designated in the proxy, must be in attendance, and, must vote as designated. If no one is designated on the proxy, the proxy is void.
- H.** If a Member who has given his or her proxy attends the meeting and registers to vote, the proxy is void.
- I.** If a Member previously submitted a written secret ballot, any proxies issued by that person for purposes of that election are void.
- J.** Dated proxies supersede undated proxies; Proxies dated later in time supersede earlier dated proxies; multiple proxies with the same date will be treated for quorum purposes only.
- K.** Unless stated otherwise on the proxy, a proxy expires automatically after eleven (11) months. The maximum term of any proxy is three (3) years from the date of execution.

- L. Proxies must be submitted to the Inspector(s) of Elections prior to the start of the meeting where a vote is to be taken.

XI. VOTING AT THE GENERAL MEMBERSHIP MEETING

- A. The Inspector(s) of Election shall check in all Members attending the meeting where a vote is to be taken. The Inspector(s) of Election shall determine when to close registration and determine quorum.
- B. Upon closure of registration of Members and proxies, and establishment of quorum, the matter to be voted upon shall be announced as per the Agenda for the meeting. If the matter to be voted upon is election of Directors, nominations from the floor shall be invited. No nomination shall be received unless there is a second to the nomination. The eligibility of a nominee to serve as a Director may be determined by the Inspector(s) of Election, with the assistance of the Association's managing agent (if any).
- C. After closure of nominations from the floor (if an election of Directors) or the closure of debate (if another matter is being voted upon), the Inspector(s) of Election shall collect the ballots cast at the meeting by Members and proxy holders. These ballots need not be placed in sealed envelopes, but shall not contain any information identifying the Member or proxy holder casting the ballot.
- D. After collection of the ballots cast at the meeting, the Inspector(s) of Election shall close the voting and begin the process of counting the ballots.

XII. COUNTING VOTES – VOTING WITHOUT A MEETING

The following procedures apply if a membership vote is taken by written ballot only without a meeting of the Members:

- A. All votes shall be counted by the Inspector(s) of Election in public, at a properly noticed open meeting of the Board of Directors or Association Members.
- B. The times for opening and closing of voting, for Member registration and for cut off of registration at any meeting at which the tabulation of votes is to take place shall be determined by the Inspector(s) of Election.
- C. Any candidate or other Member of the Association may witness the counting of the votes; however, to avoid interference with the Inspector(s) and to ensure accuracy of the tabulation, no such person may come within five (5) feet of any Inspector(s) of Election while the votes are being counted.

- D.** No person, including an Association Member or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- E.** The unopened envelopes containing the secret ballots may be counted prior to the vote tabulation for purposes of determining the presence of a quorum.
- F.** Any secret ballot envelope that is opened prior to the tabulation by the Inspector(s) of Election will not be counted for purposes of the vote or election but will be counted for quorum purposes only.
- G.** Where the name of the Unit number on the upper left-hand corner of a returned secret ballot envelope differs from the name of the Owner of record on file with the Association as of the date of the meeting, the envelope will not be opened, and the ballot will not be counted, but the ballot will be counted for quorum purposes only.
- H.** As ballots are counted, votes shall be recorded or tabulated in a procedure to be decided by the Inspector(s) of Election.
- I.** In the event of any ballots which are disputed or unclear, those ballots shall be set aside until the counting of all other ballots is complete.
- J.** If the ballots set aside would not affect the outcome of the election, the Inspector(s) need not take any further action regarding those ballots, but shall keep them separate from the other votes, and note in the tally the number of ballots which were not counted.
- K.** If the ballots set aside as disputed or unclear would affect the outcome of the election, the Inspector(s) shall review each of the ballots in question and shall by majority vote determine if the ballot shall be counted. The Inspector(s) shall reasonably attempt to give meaning to every ballot.
 - 1.** A ballot casting too many votes may not be counted.
 - 2.** A ballot may not be counted if it cannot be determined as to what the Member voted.
 - 3.** A ballot which contains writing or markings identifying the maker of the ballot shall not be rejected, but the Inspector(s) shall obliterate the writing or marking so that the ballot is secret and does not identify the maker.
 - 4.** A ballot casting votes for a candidate not nominated shall be counted as to any votes it contains that were cast for nominees.

5. An envelope containing more than one ballot shall result in all ballots contained therein being disregarded.
- L. After determining ballots which were rejected, those ballots shall be separated from the ballots which were counted. The tally sheet shall indicate how many ballots were not counted, but need not state the reasons for each ballot not counted.

XIII. COUNTING VOTES – GENERAL MEMBERSHIP MEETING VOTING PROCEDURES

The following procedures shall be followed when the membership vote is taken in conjunction with a membership meeting where ballots will be counted.

- A. The times for opening and closing of voting, for Member registration and for cut off of registration at any meeting at which the tabulation of votes is to take place shall be determined by the Inspector(s) of Election.
- B. Any candidate or other Member of the Association may witness the counting of the votes; however, to avoid interference with the Inspector(s) and to ensure accuracy of the tabulation, no such person may come within five (5) feet of any Inspector(s) of Election while the votes are being counted.
- C. No person, including an Association Member or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- D. The unopened envelopes containing the secret ballots may be counted prior to the vote tabulation for purposes of determining the presence of a quorum.
- E. Any secret ballot envelope that is opened prior to the tabulation by the Inspector(s) of Election will not be counted for purposes of the vote or election but will be counted for quorum purposes only.
- F. Where the name of the Unit number on the upper left-hand corner of a returned secret ballot differs from the name of the Owner of record on file with the Association as of the date the ballots were mailed, the Ballot will not be counted, but will be counted for quorum purposes only.
- G. As ballots are counted, votes shall be recorded or tabulated in a procedure to be decided by the Inspector(s) of Election.
- H. In the event of any ballots which are disputed or unclear, those ballots shall be set aside until the counting of all other ballots is complete.

- I. If the ballots set aside would not affect the outcome of the election, the Inspector(s) need not take any further action regarding those ballots, but shall keep them separate from the other votes, and note in the tally the number of ballots which were not counted.
- J. If the ballots set aside as disputed or unclear would affect the outcome of the election, the Inspector(s) shall review each of the ballots in question and shall by majority vote determine if the ballot shall be counted. The Inspector(s) shall reasonably attempt to give meaning to every ballot.
 - 1. A ballot casting too many votes may not be counted.
 - 2. A ballot may not be counted if it cannot be determined as to what the Member voted.
 - 3. A ballot which contains writing or markings identifying the maker of the ballot shall not be rejected, but the Inspector(s) shall obliterate the writing or marking so that the ballot is secret and does not identify the maker.
 - 4. A ballot casting votes for a candidate not nominated shall be counted as to any votes it contains that were cast for nominees.
 - 5. An envelope containing more than one ballot shall result in all ballots contained therein being disregarded.
- K. After determining ballots which were rejected, those ballots shall be separated from the ballots which were counted. The tally sheet shall indicate how many ballots were not counted, but need not state the reasons for each ballot not counted.

XIV. ANNOUNCEMENT OF RESULTS/TIE BREAKER

- A. The results of the vote or election shall be promptly reported to the Board of Directors of the Association, shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by Members of the Association.
- B. In the event of a tie between two candidates for election to the Board, the winner will be determined by a coin toss. The coin toss shall be administered by one of the appointed elections Inspector(s). In the event of a tie among more than two candidates, the winner will be determined by drawing numbers. The winning candidate will be the candidate drawing the highest number from 1-10.

- C** Within fifteen (15) days of the vote or election, the Board shall publicize the results of the election in a communication directed to all Members. This may be done by posting of a notice in the same manner in which other notices are posted by the Association.

XV. RETENTION OF ELECTION RECORDS

- A.** The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Elections until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. Signed voter envelopes may be inspected but shall not be copied.
- B.** When received by the Association, Election Materials shall be stored by the Association at the office of the managing agent, or with the Association Secretary, in a secure place in accordance with the time periods for producing Association records set forth in Civil Code 5210, after which the Election Materials may be discarded.
- C.** At the close of two (2) years after the Association has received possession of the election materials, they may be discarded. Association election materials means returned ballots, signed voter envelopes, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies, and the candidate registration list.
- D.** Any Member may inspect the election materials, upon reasonable notice to the Association's Managing Agent, or Secretary (in the event the Association does not at the time have a Managing Agent).
- E.** Under no circumstances shall the Inspector(s) of Election, the Association's Managing Agent, or the Secretary keep the election materials in a fashion which identifies the vote cast by any particular Member or otherwise which destroys the secrecy of the balloting.
- F.** 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.
- G.** If there is any cost to the inspection, such as photocopying charges or charges by the managing agent for accommodating the inspection, such

cost shall not be borne by the Association but shall be paid by the requesting Member.

XVI. MEMBER OBLIGATION TO VERIFY VOTER LIST; CORRECTIONS

- A. Pursuant to Civil Code Section 5105, any Member has the right to inspect the accuracy of their information on the voter's list prior to a ballot being distributed. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used ("voter list information").
- B. An Owner's voter list information shall be made available for this purpose at least thirty (30) days before the ballots are distributed.
- C. The Members shall report any errors or omissions in their voter list information to the inspector(s) of elections.
- D. The inspector(s) of elections shall correct any voter list information errors reported within two (2) business days of the date reported.

CERTIFICATE OF SECRETARY

The herein election rules and voting procedures were adopted on May 5, 2022 by a vote of the Board of Directors.


Signature of Secretary

Dated: May 5, 2022