

**HUNTINGTON LANDMARK  
SENIOR ADULT COMMUNITY  
ASSOCIATION**



**RULES AND REGULATIONS**

**APPROVED BY BOARD OF DIRECTORS  
October 4, 2018**

***Revised December 5, 2019***

***THIS ISSUE SUPERCEDES ALL PRIOR ISSUES***



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

Approved by the Board of Directors *December 5, 2019*

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

**Approved by the Board of Directors October 4, 2018**

## **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 All previous rules are hereby superseded.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, stairs and 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** All caregivers must be registered with the Management Office.

**6.2** A caregiver is considered a contractor 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, wood, block 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

Exception: Block fences are exempt, if approved by Management.

## **11.0 FIREWORKS**

**11.1** Fireworks are prohibited in Landmark.

## **12.0 FURNITURE AND OUTDOOR DECORATIONS**

**12.1** Furniture may not be left out in the Common Area overnight and may not interfere with landscape maintenance. Ref CC&Rs 4.20

**12.2** Decorations are allowed so long as items do not interfere with landscape maintenance, nor interfere with the structural integrity of buildings and are consistent with the aesthetic design of Landmark, as determined by ACC and Management.



## **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 and children.

**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 (Approved by Board of Directors 02-07-2019)**

**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 employee, Association vendor, Association third party contractor, resident or guest conduct or job performance to the on-site General Manager or the Board of Directors.

## **16.0 HAZARDS**

**16.1** Hazardous materials, 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 and 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 patios, balconies, breezeways, windows or walkways, e.g. towels, swimsuits or laundry.

## **19.0 NOISE AND NUISANCES**

**19.1** Residents may not create a disturbing nuisance or noises by themselves, their family, pets, friends or caregivers; nor permit anything that will interfere with the rights, comforts, or convenience of other residents. Ref CC&Rs 4.06

## **20.0 NON-OWNER OCCUPANCY (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 leased. 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.

**20.4** All leases or rental agreements must be in writing - copy to be provided to Management Office at time of registration.

**20.5** Tenants' non-refundable processing fees (which are the reasonable cost in providing the service) must be provided at time of registration as well as a payment on each vehicle access identifier issued.

**20.6** 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 gatekey.

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

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

**20.9** 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 (Revision approved by Board of Directors 10-03-2019)**

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 may be subject to a fine, plus towing at the owner's expense. Ref 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 main streets where there is abundant 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 always travel on sidewalks and 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** Dogs must be held on a leash at all times when outdoors; pet owners must be in control and able to restrain their pets.

**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 REALTORS**

**25.1** Before the sale or lease of a unit, Realtors representing the unit owner must 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) squarefeet.

## **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 and inside of all Recreation Facilities buildings.

## **29.0 SOLICITING**

**29.1** Soliciting is prohibited except for 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: Small batteries, recyclable plastic bottles, small fluorescent light bulbs 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.

**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.

**31.6** Removing newspapers from the recycle bins near the trash dumpster is prohibited.

## **32.0 VEHICLES (Revision approved by Board of Directors 12-05-2019)**

**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** Resident's vehicles must be registered at the Management Office.

**32.3** A current vehicle access identifier shall be affixed to the registered vehicle by Management.

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

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

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

**32.7** "For Sale" signs in parked vehicles are prohibited. Ref CC&Rs 4.07

**32.8** 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.

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

**32.10** Vehicles, such as cars, recreational vehicles and boats, may not be repaired nor fluids changed in any area within Landmark.

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

**32.12** 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 & 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.

**32.13** With 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.

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

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

**32.16** 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 the Board of Directors March 23, 2010

### **GENERAL**

It is necessary that modifications, materials and colors used be compatible with those existing in order to maintain the architectural character of the community as it has been established by the original design. The setting of standards and approving proposed additions or alterations will ensure a continuity of design which will help maintain appearance and enhance the overall value of all the properties.

Specifications, installation guidelines and authorization request forms for many improvement projects such as solariums, sunrooms, windows, skylights, satellite dishes, etc. are maintained in the Management Office and available for the resident's use. Residents may have satellite dishes installed outside their respective homes subject to Architectural Committee approval.

### **PRIOR SALE REQUIREMENTS**

1. Request an inspection from the Architectural Control Committee (ACC) as soon as listing from the realtor is obtained. The Management Office will then assist in this matter.
2. The ACC will make their inspection within a few days and advise of any work needed on the part of the seller. After completion of recommended work the ACC will inspect the required work. Final approval will be given after the work passes inspection.
3. Prospective seller should take or FAX paperwork and permits to the Management Office. FAX number is (714) 960-0597.

Painting of new exterior surfaces, or touch up, shall be in accordance with the Huntington Landmark Exterior Paint Specifications available from the Management Office.

### **PROCEDURE**

Owners shall obtain a request for Architectural changes from the Management Office and, if necessary, a unit plan. Specifications, Guidelines, and/or Responsibility Documents will be issued to the Owner to provide pertinent data, when applicable. City permits may be required depending on the nature of the work to be done.

Addendum A – Continued

1. The applicant must complete the required forms. When submitted, the request must detail the nature of the proposed project and describe or illustrate the proposed changes on a Unit plan in sufficient detail so that proposed changes are clearly defined. New construction such as a solarium, sunroom or alterations that involve changes or penetration of the structure must be identified with drawings that clearly depict details. They shall be prepared with clarity and completeness consistent with the requirements of the City of Huntington Beach Building Department.
2. Submittals shall include drawings that show:
  - a. Buildings, fences, or external improvements, existing, new or proposed.
  - b. Internal improvements requiring building permits, such as plumbing and electrical.
  - c. All dimensions of work to be considered.
  - d. Indicate principal connections and details showing method of construction, particularly where touching common walls.

All construction must meet industry standards and must be equal to, or better than, those existing.

**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.



**ADDENDUM C**  
**to**  
**Huntington Landmark Rules and Regulations**  
**LANDSCAPE**  
**Approved by the Board of Directors 09-27-17**

It is the goal of the Landscape, Maintenance and Architectural Control Committees to: a) protect the value and structural integrity of our buildings, b) maintain the harmonious aesthetics and park-like environment of Landmark and c) to ensure all plants and trees are maintained in such a manner to achieve this goal.

Therefore, the following rules and standards have been established and will apply to all existing or new resident landscaping. All residents (owners and tenants) are encouraged to be familiar with the basics of Landmark (Association) landscape design, permitted personal planting (private gardens) and maintenance of any non-association plantings and garden decorations surrounding their unit.

**GENERAL**

- A. All landscaped areas within the Association are Common Areas, including all grounds outside of the walls of buildings and patios. Removal of any Association plantings without prior approval is prohibited and subject to fine.
- B. A **private garden** is defined as the placement of pots, plants and/or garden decoration in the planter area surrounding a residential unit.
- C. **Landscape Changes:** If an owner wishes to modify the Association plantings in the common area adjacent to their unit, they must complete a *Request for Landscape Change* form located in the Management office and receive approval from the Architectural Control Committee (ACC).
- D. Owners assume full responsibility for the care and maintenance of their landscaping additions or changes consistent with the quality of the Common Area as a whole. An *Approved Plant List* is available in the Management office. NOTE: Private plantings will not be considered under drought conditions when water conservation is necessary.
- E. Owners must be prepared to return any landscape changes to Association plantings and care, and shall pay any costs involved for this restoration: a) when the unit sells and/or title changes, b) unit becomes a rental, or c) when the owner is unable to maintain the area.
- F. Nothing, including pots, patio furniture or garden art, may be placed in front of, behind, or between Association shrubbery which could interfere or encroach upon existing plantings, the drip or other type of irrigation system, the mulch ground cover, or any maintenance work to the lawn or planter bed.
- G. Landscape changes and private gardens must be healthy, uncluttered and well-maintained. Owners with cluttered, overplanted, dead or dying plants or empty pots will be asked to meet with Management and/or the Landscape Committee (LC) to determine how to implement improvements. All items which fall into disrepair or appear unsightly and/or interfere with other residents, landscape contract workers, guests, maintenance, (sewer cleanouts, hose bibs, backflow devices, irrigation, utility shutoffs and meters, etc.) must be removed immediately. Management's decision on such conditions will be final.

H. Owners and Contractors must adhere to the building protection criteria listed below:

**BUILDING AND INFRASTRUCTURE PROTECTION:**

- i. Provide access for maintaining, painting, and fumigating buildings.
- ii. Reduce moisture-causing damage (rot, mold, mildew) to buildings.
- iii. Protect roofs, gutters, and downspouts from damage by trees, leaves and needles.
- iv. Trim tree branches to not overhang building roofs or sidewalks.
- v. Discourage subterranean termites, wildlife and pests near buildings.
- vi. Provide easy access to utility controls, and meters for gas, electric, phone and cable.
- vii. Allow clear, unobstructed access to sewer cleanouts, hose bibs and backflow preventers.
- viii. Nothing may be affixed to the interior breezeway structure, exterior stucco or cedar shingled walls of buildings.

**COMMON AREAS**

1. All new in-ground planting must locate the root ball 18" to 24" away from the buildings depending on the full growth size of the plant.
2. There will be at least 12" of clear air space between buildings and plants. Keep mulch or ground cover 12" away from building.
3. Soil must be graded so water drains away from building foundations. Maintain 3"- 6" clearance between the top of the soil and the top of the foundation.
4. Removing sod to enlarge the shrubbery area is not permitted.
5. The Common Areas may not be used for storing garden tools and supplies.
6. Owners are responsible for any damage cause by their private plantings or decorations to Common Area surfaces or structures and will be held liable for any corrective cleaning, resurfacing or replacement costs and billed accordingly.
7. Brackets, wires, trellises used to support any planting shall not be attached to buildings.
8. Any wood such as mulch, trellis, or edging must be durable and good quality to repel termites and insects.
9. Clinging plants are permitted ONLY on a durable trellis of good quality which may be tilted away from buildings for structural maintenance.
10. Plants such as creeping fig, vines, ivy, spider plants and other invasive outdoor/indoor plants are not permitted. Plants that have thorns such as cactus are not allowed. NOTE: Ficus trees and Sago palms are not on the *Approved Plant List*.



11. Fruit bearing trees and plants, or vegetables including tomatoes are not permitted.
12. Edging separators between garden beds and grass must be of good quality and approved by the LC before installation.
13. Owners may install removable stepping stones in the Common Areas with LC approval.
14. No food items, including bird seed, peanuts or pet food, may be placed in the common area.
15. Birdbaths must be well maintained with no stagnant water. Hummingbird feeders should be situated where they do not restrict access for landscape workers.
16. Artificial flowers are allowed only in shaded areas of breezeways or balconies.
17. Private plantings in patios must be kept trimmed at least 24" below roof overhangs and building fascia and 6" from interior and exterior patio walls. Plants may not touch stucco/cedar walls or fences.

### **POTTED PLANTS**

18. Pots on patios and porches must be no more than 16" in diameter and the foliage must be at least 6" from walls/fences to keep the area dry and branches away from buildings.
19. A limit of ten (10) potted plants is allowed around one unit.
20. No pots or objects are allowed on two-story balcony rails.
21. Saucers or other water barriers must be placed under pots or planter boxes in the Common Area.
22. All empty pots must be removed; temporary nursery pots and empty planter pots are not permitted.
23. Residents are responsible for moving their own potted plants, when required to support maintenance work.
24. Pots near the front door or patio gate must not obstruct emergency personnel.
25. The foliage of pots in the breezeway of two-story buildings must not touch walls, stairs or surfaces and must have waterproof saucers underneath.
26. Pots placed on balconies or breezeway landings with waterproof deck coatings must be plastic with plastic saucers. No ceramic, clay or metal pots are permitted.
27. Bricks and/or concrete blocks may not be used to support pots on balconies.
28. Pots may not be located on sidewalks leading to a unit.
29. Hanging potted plants, a maximum of five (5), shall be hung according to the *ACC Building Attachment Rules* – See ACC Spec No. 37 for directions.

## **GARDEN ART AND DECORATIONS**

30. A maximum of two (2) flags and/or banners are allowed, provided they are installed in accordance with *ACC Building Attachment Rules*.
31. Free standing metal decorations and plant stands designed for exterior use require LC approval for more than one (1) item.
32. Nothing may be hung from any portion of a breezeway.
33. Garden decorations must be installed in accordance with the *ACC Building Attachment Rules* and any attachments must be pre-approved by the LC and ACC via a *Landscape Change Request*.
34. On single story buildings, hanging pots and garden decorations must be high enough from the ground to permit landscape maintenance; on 2-story buildings they may not overhang another resident's patio.
35. Garden Decorations placed anywhere around units must be limited to no more than five (5) and may not interfere with maintenance work.

## **TREES**

36. All trees in the Common Area are the property of the Association and nothing may be hung in or placed under a tree for any purpose. NOTE: The Association has approved blue bird boxes in trees as part of a national project to save blue birds.
37. Patio trees or large shrubs with roots that may damage drains, sewers or utilities underground or tree branches that brush against building walls shall be removed by the owner at their expense.
38. Requests for replacement of a tree or shrub on the Common Area must be submitted by the owner via a *Work Request Form* or *Landscape Change Request Form*.

## **WATERING**

39. Huntington Beach Utilities Division mandates for hand-watering shall be followed for all patio and private plantings.
40. Standing water must be emptied to discourage mosquitoes.
41. Do not allow water to over-spray onto buildings when watering.

## **PRIVATE GARDENERS**

42. Gardeners, hired by an owner for private authorized work, must be reliable, experienced and have liability insurance.
43. Debris from the hired gardener's work must be removed from the area and NOT placed in the community trash receptacles.

## **LANDMARK'S LANDSCAPE CONTRACTOR**

44. Directive conversations with the Association's Landscape Contractor personnel are prohibited.

45. Residents shall submit a *Work Request* to the Management Office for any landscape issues or work needed near their unit.

46. Association's Landscape Contractor CANNOT:

- a) Substitute, rearrange or change the basic Common Area landscaping at the request of the resident.
- b) Change the sprinkler system by adding or revising sprinklers per a resident's request.
- c) Re-adjust or set the sprinkler system schedules to accommodate individual residents.
- d) Maintain or help care for private plantings in the Common Area.
- e) Permit any member of their Landscape Maintenance crew to give individual service to residents during the workday hours or respond to directions given by any resident.

NOTE: The Association's Landscape Contractor personnel are not responsible for any damage to residents' personal items or to plants not installed by the Association.



## ADDENDUM D

### MAINTENANCE RESPONSIBILITIES

Approved by the Board of Directors: April 4, 2019

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 they had been approved by the Architectural Control Committee.

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 tenants cause.

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

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

	<b>COMPONENTS</b>	<b>ASSOCIATION</b>	<b>OWNER</b>
<b>E</b>	<b>Condominium Interior</b>		
1	Baseboards, quarter rounds, door moldings, and crown moldings		▲
2	Exhaust fans (kitchen and bathrooms) and vents within a unit		▲
3	Floor coverings (rugs, tile, etc.) within a unit		▲
4	Kitchen appliances		▲
5	Painting, texturing, coverings on walls, ceilings, and interior doors		▲
7	Smoke and carbon-monoxide alarms		▲
8	Water shutoff valves, flex lines, hoses and drains within a unit (showers, tubs, sinks, toilets, water heaters, laundry, etc.)		▲
<b>F</b>	<b>Condominium Exterior</b>		
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	Vents and ducts within walls, ceilings, and attics for water heaters, exhaust fans, and heating and air-conditioning systems	▲	
8	Water shutoff valves and hose bibs on exterior of building	▲	
9	Water lines within walls, floors, ceilings, attics and on interior surfaces upstream of a shutoff valve	▲	
<b>G</b>	<b>Doors and Windows</b>		
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)	▲	
<b>H</b>	<b>Electrical</b>		
1	Electrical wiring within walls, ceilings and attics, junction boxes, and circuit-breaker boxes and 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		▲
<b>I</b>	<b>Gas Lines</b>		
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	▲	
<b>J</b>	<b>Garages</b>		
1	Garage doors, door frames, hinges, springs, tracks, rollers, electrical wiring, receptacles, and switches	▲	
2	Garage-door openers, controls, keys, and light bulbs		▲
<b>K</b>	<b>Sanitary Sewers</b>		
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 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence	4 <sup>th</sup> Offence
<i>Any Bylaws, CC&amp;Rs or Rules &amp; 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,
<b><i>Special Condition Rules &amp; Regulations Provisions, as follows:</i></b>				
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**

**ADDENDUM F  
Election Rules and Voting Procedures**

**Approved by the Board of Directors 07/20/18**



**Election Rules and Voting Procedures  
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## **Election Rules and Voting Procedures**

The following Association Election Rules are adopted by the Board of Directors, pursuant to Civil Code Section 5105.

These Rules are intended to comply with Civil Code Sections 5100 through 5145 and are intended to govern votes of the Association membership. In addition to following the law, these Rules are intended to enhance the fairness and professionalism of the Association's membership voting.

## I. INSPECTORS OF ELECTION

### A. Selection

1. **By Board at First Meeting.** Inspectors of Election may be selected by the Board at the first Board meeting following an Annual Meeting of the Association. 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 appointment 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 election, alternatively, the Board may fill the vacancy, or may designate the Association's managing agent to act as the Inspector of Election for the purposes of receiving ballots only.
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 currently employed by or under contract with the Association including the Association's managing agent or legal counsel.
  - (e) A company specializing in Association Elections Inspection and ballot counting.
2. An elections inspector must not be a director or a candidate for any election, nor related by blood or marriage to any candidate for election.
  3. Inspectors must agree to familiarize themselves with these Rules and to be present at any membership voting meetings or ballot counting during their term.
  4. Inspectors 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. Inspectors 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. Inspectors may appoint and oversee additional persons to count and tabulate votes as the Inspectors deem necessary and appropriate.

**D. Inspector Duties**

**Inspectors 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 Inspectors 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. Perform such acts as may be proper to conduct the election with fairness.

## **II. NOTICE OF MEMBERSHIP MEETINGS**

At least thirty (30) days advance written notice must be given to the membership of any meeting at which a membership vote is to be taken.

### III. **NOMINATION PROCEDURES (Applicable Only to Meetings Electing Directors)**

- A. Nomination Forms.** Approximately ninety (90) days before the date set for the Annual Meeting when director elections are to be held, candidate nomination forms will be available.
- B. Deadline.** Completed Candidate nomination forms shall be returned as directed, by the due date in order for the candidate to be included on the ballot.
- 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; however, candidates may be nominated from the floor at the membership meeting.
- 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. 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.
- F. Result of Failure to Comply.** Candidates/nominees that do not follow the aforementioned procedure may still be nominated from the floor at the election meeting.
- G. Self-nominations.** A member may nominate himself/herself, so long as the member meets the qualifications to serve as a director.
- H. 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.

#### **IV. BOARD MEMBER QUALIFICATIONS**

- A.** The Board of Directors is comprised of 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.** Candidates for the Board of Directors must be Members of the Association in Good Standing meaning they: 1) Are not delinquent in payment of monthly assessments or fines; 2) Have no pending violations of the Governing Documents; and/or 3) Is not engaged as an opponent in a legal proceeding against the Association.
- C.** No Director shall miss more than 3 consecutive Board meetings or more than 4 Board meetings in a calendar year.
- D.** A Director who has failed or refused to sign the Board Member Conduct Policy is ineligible to serve on the Board.
- E.** No Member shall be eligible to serve on the Board if he or she resides with or has joint ownership interest in a Unit with another Director.



**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 Websites 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 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;
  - 2. Submit a ballot pursuant to these rules in advance of the meeting or ballot counting;
  - 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 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 50 percent 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 Inspectors 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 Inspectors 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 ballot on any matter 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. Any votes cast, with respect to any such Unit in violation of this provision, shall be null and void. 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. Ballots and two (2) preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than 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. **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 Inspectors of Election or maintained at the location designated by the Inspectors until after said ballots are tabulated and custody has been transferred to the Association.
5. Secret ballots received as specified by the Inspectors 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.

## **IX. Receipt, Handling, Care and Custody of Ballots**

- A.** Prior to the mailing of the secret ballots to the Owners, the Inspectors of Election and/or Board of Directors shall determine the location where the secret ballots are to be returned. The Inspectors 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 Inspectors 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, and transferred to the Association.

## **X. PROXIES**

- A.** Members, as an alternative to voting by written secret ballot, may temporarily grant their right to vote to another person by use of a proxy.
- B.** Any member may designate another person as their “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 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 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.** 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 owner 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 of Elections prior to the start of the meeting where a vote is to be taken.



## **XI. GENERAL MEMBERSHIP MEETING VOTING PROCEDURES**

- A.** The Inspector(s) of Election or their designee shall check in all members attending the meeting where a vote is 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors 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 Inspectors. 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.** Election materials (i.e. the ballots, proxies, tally sheets and outer envelopes) shall be retained by the Inspectors of Election or at a location designated by the Inspector or Inspectors until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association.
- B.** When received by the Association, election ballots shall be stored by the Association at the office of the managing agent. In the event the Association has no managing agent, the election materials shall be stored by the Association Secretary in a secure place for no less than one (1) year from the date of receipt.
- C.** After one (1) year after the Association has received possession of the election materials, they may be discarded.
- 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.

## CERTIFICATE OF SECRETARY

The herein election rules and voting procedures were adopted on July 26, 2018  
by a vote of the Board of Directors.

  
Signature of Secretary

Dated: July 27, 2018



END

2018