

**Operating Rules (Required Civil Code Sec. 4525)
The Village Condominium Owners Association Inc.**

Order: D6Q6KF76T
Address: 660 The Village Unit 309
Order Date: 08-03-2020
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The Village Condominium Owners' Association

Rules And Regulations

[Revised November 2017]

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The Village Condominium Owners' Association

RULES AND REGULATIONS

Revised November 2017

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1. INTRODUCTION

These rules and regulations (“Rules and Regulations”) for The Village Condominium Owners’ Association (“Association”) were adopted by the Association’s Board of Directors on March 16, 2016, and supersede in their entirety all prior rules and regulations of the Association, including but not limited to those rules and regulations adopted by the Association on June 28, 2007.

Capitalized terms used in this document that are not defined herein shall have the meaning given to them in the Association’s Declaration of Covenants, Conditions and Restrictions (“CC&Rs”). When used in this document, the terms “Development” and “The Village” shall have the same meaning given to the term “Project” in the CC&Rs.

The rules and regulations herein apply equally to owners of condominiums in The Village (“Owners”) and their family members, cohabitants, guests, invitees, agents and tenants (“Tenants”) while in the Development.

A. Why We Have Rules and Regulations

Your decision to live in a condominium development, with its many advantages, signified a willingness to forego the relative freedom of action possible in a single-family dwelling. That willingness implied an obligation to respect your neighbors’ rights, to modify your habits and actions to preclude encroachment and irritation, and to be tolerant of your neighbors’ minor shortcomings – in other words, to be cooperative, courteous, and considerate (which usually will be reciprocated).

Acceptance of these obligations by all members of the community will lead to something we all desire – a pleasant and harmonious community! To ensure a uniform interpretation of this need for cooperation, courtesy, and consideration, certain standards of action must be published in an official fashion. The intent is that the community governed by these standards – the Rules and Regulations - will ensure the realization of the basic objective of optimum good and satisfaction for each Owner.

B. Governing Documents

The Village Condominium Owners’ Association (“Association”) has four governing documents:

1. Articles of Incorporation;
2. By-Laws;
3. Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), originally recorded on June 8, 1973, and subject to any subsequent amendments; and
4. Rules and Regulations, which are authorized by and derived from the CC&Rs.

Many of the Association’s regulations are provided directly in the CC&Rs. The Rules and Regulations cover additional regulations as determined necessary by the Board of Directors (“Board”).

Amendments of the CC&Rs require approval of 51% of the membership. The Rules and Regulations may be modified by the Board and are updated more frequently than the CC&Rs. This 2016 version of the Rules and Regulations includes updates that have been approved by the Board since the previous publication of the Rules and Regulations in 2007.

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2. MANAGEMENT AND THE BOARD / CONTACT INFORMATION

A. ON-SITE MANAGER

The Development other than the interior of the Units is referred to as the "Common Area". The Common Area includes, but is not limited to, the landscaped grounds, pool area, guest parking, walkways, driveways, fencing, building exteriors, hallways, stairwells, and garages. See Article I of the CC&Rs for the precise definition of "Common Area".

The Association employs an On-Site Manager who supervises a staff ("Staff") and contractors in the maintenance and repair of the Common Area and exclusive use common areas such as balconies and exterior doors. Contact the On-Site Manager if you have a Common Area-related problem such as replacement building or pool keys, and problems with Common Area lighting, Common Area doors, pool, landscaping, etc. If you leave a message on the On-Site Manager's answering machine, please state when you will be available to receive his return call.

On-Site Manager

Office: Building 630, Level P2
Office Hours: 8:30 AM to 10 AM, Monday through Friday
Phone: (310) 379-0198
Fax: (310) 379-7918
Email: manager@thevillagecoa.com

Please report any malicious mischief incidents or crimes to the On-Site Manager immediately. Also, report all crimes to Redondo Beach Police.

Redondo Beach Police

Non-emergency services 24 hours a day: 310-379-2477 extension 1-2351
Emergency services, to dispatch officers for assistance, or to report a crime: Dial 9-1-1 or call (310) 379-5411

B. MANAGEMENT COMPANY

The Association contracts with Horizon Management Company for services including accounting, billing, processing of invoices, rules enforcement, archive services, after-hours emergency response, some mass mailings and routine correspondence. Contact Horizon Management for Association-related inquiries other than those handled by the On-Site Manager.

Horizon should be contacted for after-hour Common Area emergencies such as plumbing leaks.

Horizon Management

Phone: (310) 543-1995
Fax: (310) 543-5578
Email: martha@horizonmgmt.com
Address: 21515 Hawthorne Blvd #700, Torrance, CA 90503

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C. THE BOARD

The Board meets every month in the On-Site Manager's office, which also functions as a Board Room, in Building 630, level P2. We invite all Owners to attend. The date and time of the next Board meeting is provided on the monthly billing statements. Board meeting notices, which include the agenda, are posted in each lobby and on laundry room doors at least five days prior to each meeting.

Letters to the Board should be sent to our property manager, Martha Olvera, at Horizon Management, who will then forward your correspondence to the Board. Note that if you want to have your correspondence considered at a Board meeting, it must be received by Martha not later than noon one week prior to the scheduled meeting.

3. OWNERS' RESPONSIBILITY

- A. Owners are responsible for the actions of their family members, guests, invitees, agents, Tenants, and the family members, guests, invitees, and agents of their Tenants. Fines for violations will be levied against the Owner, and any damages will be assessed to the Owner, not to the family member, guest, invitee, agent, Tenant, or family member, guest, invitee, or agent of the Tenant. (See 'Enforcement, Discipline, and Monetary Penalties' section below.)
- B. Owners who lease their Unit(s) must state in the lease agreement(s) that all Tenants, and the family members, guests, invitees, and agents of their Tenants, will comply with all provisions of the Association's CC&Rs and Rules and Regulations, and with all applicable laws and regulations of any and all government entities.
- C. Owners who lease their Unit(s) must ensure that their Tenants have a current copy of the CC&Rs and Rules and Regulations.
- D. Prior to moving in, a new resident (Owner or Tenant) must sign that they have received, read and understood the CC&Rs and Rules and Regulations. The Owner is responsible for returning the Homeowner & Tenant Contact Information Form (Exhibit A attached) to the On-Site Manager. **If the Homeowner & Tenant Contact Information Form has not been returned to the On-Site Manager within 10 days of occupancy of a Unit, a \$50 non-refundable surcharge will be levied against the Owner.**
- E. Owners are required to provide a current Homeowner & Tenant Contact Information Form to Management on an annual basis. A current Homeowner & Tenant Contact Information Form must be provided to Management not later than December 31st of each year.
- F. Owners are responsible for all damage caused to the Common Area and other Units due to inadequate or improper plumbing and appliance maintenance within their Unit(s). The Owner will be billed for all Common Area clean up and repair expenses caused by water coming from his/her Unit. (Please refer to Section 24 below for the complete set of plumbing-related rules.)

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4. ENFORCEMENT, DISCIPLINE, AND MONETARY PENALTIES

Following is the policy for enforcement of the CC&Rs and Rules and Regulations.

- A.** Owners are responsible for the actions of their family members, guests, invitees, agents, tenants, and the family members, guests, invitees, and agents of their tenants.
- B.** Following a properly noticed hearing before the Board, the Board may impose on an Owner, for violation of these Rules and Regulations, the CC&Rs or the Association's other governing documents by the Owner or their family members, guests, invitees, agents, tenants, or the family members, guests, invitees, or agents of their tenants, one or more of the remedies described below as it deems appropriate. The selection of one of the following remedies does not preclude the Association's right to pursue other remedies.
- Warning letters
 - Monetary Penalties (fines)
 - Suspension of membership privileges.
 - Alternative dispute resolution
 - Litigation
- C.** Violation of these Rules and Regulations, the CC&Rs or the Association's other governing documents may result in fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of monetary penalties will be subject to notice and hearing procedures.
- 1st violation: Warning or fine up to \$500
- 2nd violation, same offense: Fine up to \$1,000
- 3rd violation, same offense: Fine up to \$1,500
- Additional violations, same offense: Fine up to \$2,000
- Continuing violations: Fines up to \$500 per day may accrue until the violation is cured. Continuing violations include, but are not limited to architectural violations, obstruction of the Common Area, or another violation that is not resolved within the required amount of time.
- Failure to pay fines within thirty (30) days, of their due date may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner may be liable for those attorney fees and all related expenses in addition to the fines.
- D.** Suspension of Privileges: In addition to or in lieu of fines, an Owner's membership privileges (e.g. right to vote and right to use the pool areas) may be suspended for up to thirty (30) days or longer depending on the nature and extent of the violation. The suspension of privileges will be subject to notice and hearing procedures.

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5. MOVE-IN / MOVE-OUT POLICY

- A. There will be a \$100 non-refundable move-in fee, assessable each time there is a move into a Unit. The fee covers compensation for administration and accounting changes as well as the cost of wear and tear in the Common Area caused by moves. In the case of a new Owner, the fee will be assessed through escrow. Otherwise, the Unit owner will be assessed the move-in fee.
- B. All move-in/outs must be scheduled and/or reported to the On-Site Manager prior to their occurrence. This may be accomplished by contacting the On-Site Manager at (310) 379-0198 between 8:30 AM and 4:00 PM.
- C. All move-in/outs must be performed between the hours of 8:30 AM and 4:00 PM, Monday through Friday. During these times, the Staff will be available for appropriate instructions. Move in/out after 4:00 PM on weekdays, Saturdays and Sundays may be arranged with the On-Site Manager at an overtime charge to be paid by the Unit owner. A minimum charge applies. These moves and charges must be scheduled with the On-Site Manager personally.
- D. All move-ins / move-outs require elevator pads. The Association owns a set of elevator pads to protect the elevators from damage. These pads must be installed prior to any move-in or move-out activity. The pads must also be installed prior to appliance delivery or attempting to move any large items using the elevator. The On-Site Manager must be contacted and a refundable cash deposit of \$250 paid in advance. This deposit will be refunded as soon as the complete set of pads is returned. The On-Site Manager may waive the refundable deposit for current Owners using the elevator pads for delivery services. The Owner is responsible for the pads while in use. Lost or carelessly damaged pads will be charged to the Owner's account.
- E. The Owner is responsible for any damage to the Common Area as a result of a move-in, move-out, delivery, or movement of any item capable of doing damage to or soiling the Common Area. If the Staff or an outside contractor must clean or repair the Common Area, then a cleaning or repair charge, in addition to the base fine, will apply.

Failure to adhere to the policy in this section and/or failure to adhere to the specific directions of The Village C.O.A. Staff will result in a fine of \$250 to the Owner of record.

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6. KEYS AND I.D. CARDS

- A.** The following have been provided for each Unit:
 - a. Two "The Village" identification cards;
 - b. Two building keys;
 - c. Two gate openers;
 - d. One key fob for The Village pool area;
 - e. One key fob for the Ocean Club pool area;
 - f. One guest parking permit; and
 - g. One mailbox key.
- B.** Replacements can be obtained from the On-Site Manager for a cost of:
 - a. \$100 per building key or The Village pool key fob.
 - b. \$25 per gate opener or mailbox key.
 - c. \$150 per Ocean Club pool key fob.
- C.** Owners are limited to one key fob per Unit for The Village pool area and one key fob per Unit for the Ocean Club pool area. A lost key fob will be deactivated.
- D.** Two mailbox keys per Unit are available upon request from the On-Site Manager.

7. TRASH DISPOSAL

Trash chutes are located at the east end of each condominium-building floor. The trash chute is located in a small closet next to the entrance to the east end stairwell. Trash bins are located at the garage level in each condominium building. The following rules apply to trash disposal:

- A.** Be considerate and limit trash chute usage after 11:00 PM.
- B.** Bag loose items before placing into the trash chute.
- C.** Do not force "bulky" items down the trash chute.
- D.** Anything too large to go down a trash chute must be placed directly in one of the trash bins.
- E.** Large cardboard boxes must be broken down prior to disposal.
- F.** Construction materials and hazardous waste may not be disposed of using the trash chutes or Association trash bins.
- G.** The trash chutes are not for recyclable materials. Recycle bins (for glass, paper and plastics) are located in the trash rooms and/or at the garage level of buildings 610 through 660.
- H.** Bulky items (old carpeting, mattresses, appliances, furniture, etc.) are not to be discarded in Association trash bins. Residents may call our waste disposal provider (Athens Services) to schedule a special trash pickup and leave the bulky item on the curb or next to one of the Association trash bins. Please leave a note on the item and/or notify the Manager that you have requested the special trash pickup.

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8. NOISE

- A. Refrain from making noise at any time that will disturb others. Disturbances which must be avoided include, but are not limited to:
- 1) Loud stereos and televisions. Speakers must be insulated from floors and pulled away from walls.
 - 2) Loud conversations, especially in hallways, on balconies, and in the recreation areas.
 - 3) Loud noise due to hard-soled shoes on uncarpeted areas within the Unit and unnecessary banging of cabinet doors.
 - 4) No noise shall be audible outside any Unit:
 - a. after 10:00 PM Sunday through Thursday nights;
 - b. after 11:00 PM Friday and Saturday nights; and/or
 - c. before 8:00 AM any morning.
- This applies to all sources of sound including, but not limited to, music, television, dishwasher, vacuum cleaner, garbage disposal, and voice.
- B. Worn water faucet washers shall be replaced so that they will not chatter and squeal.
- C. Car radios and stereos should not be audible outside of the vehicle.
- D. Car alarms must not be set off easily such that they frequently disturb residents.

9. CAR WASH

There is a car wash hose located on the south side of the main visitor parking lot. Vehicle washing is permitted only between the hours of 8:00 AM to 8:00 PM. A timer controls the water flow at the car washing station. The Association may remove this amenity without notice if the users of the car wash do not adhere to the following rules:

- A. USE CAUTION around visitor lot traffic and do not interfere with traffic flow.
- B. No loud music or group conversations.
- C. Avoid overspray onto adjacent vehicles.
- D. No car engine or parts cleaning.
- E. Turn off water at spigot when finished. Do not leave hose pressurized.
- F. Move car from wash area when finished.
- G. Take all cleaning materials with you when you leave.

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10. DOMESTIC PETS

The Fourth Amendment of the CC&Rs provides pet restrictions. The following rules also apply:

- A. Each Unit is limited to one pet under 15 inches tall at its shoulder.
- B. All dogs must be licensed with the City of Redondo Beach and registered with the On-Site Manager **within 10 days of occupancy of the Unit.**
- C. Pets shall be ordinary household pets such as dogs, cats, birds, and fish. Exotic and wild animals, including, but not limited to, rabbits, pigeons or animals commonly classified as livestock, are not allowed.
- D. The Board may prohibit any animal that constitutes a nuisance.
- E. The Association has provided a dog run on the west fire road. Four trash cans and four bag dispensers have been provided for pet waste.
- F. Except for the dog run, pets are not allowed on any of the Common Area except to be taken on or off the premises. Except in the dog run, do not toilet pets in the Common Area. Waste material from pet accidents in the Common Area must be cleaned up immediately by the pet owner.
- G. Damage to the shrubbery, plants, and planters by pets will be repaired at the responsible Unit Owner's expense.
- H. Pets are not allowed to roam the hallways or run loose in the Development and must be on a leash no longer than six feet at all times. Problem or unattended animals will be subject to removal by the SPCA or local authorities.
- I. Pets are not allowed in the laundry, pool or spa areas.
- J. Pets may not be left unattended on the patio or locked on balconies at any time. Any suspected pet negligence or abuse will be reported to the SPCA and/or local authorities.
- K. Litter from litter boxes must be placed in secure containers and disposed of in a sealed plastic bag in the trash chute or trash bins only. Litter must NOT be disposed of down any drains.
- L. Units, including patios and balconies, shall be kept free of pet wastes to prevent Health code violations and offensive odors.
- M. Pets must be kept free of fleas or ticks to avoid infestation of the Common Area.
- N. Breeding of animals for sale or hobby is not permitted.

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11. FERAL / WILD ANIMALS

- A. No animal food or any type of seeds shall be placed in the Common Area.
- B. The Association reserves the exclusive right to remove any feral animal. The Association will not take action with regard to feral cats unless a problem occurs, and then the action will be determined on a case-by-case basis using the following guidelines:
 - 1) The Association's agent(s) will contact on-site volunteers registered with the On-Site Manager in order to gain their assistance. The on-site volunteers can then organize an effort to catch and remove any undesirable feral or abandoned cats.
 - 2) The Association's agent(s) will attempt to utilize one of the feral cat relocation services identified by the on-site volunteers.
 - 3) If neither of the first two courses of action is effective or volunteers cannot respond within a reasonable time period, the Association's agent(s) will arrange to trap the undesirable animal for removal from the Development.

Contact the On-Site Manager if you wish to volunteer or donate funds to one of the area-wide feral cat management programs.

12. POOL AREAS / GYM

Owner residents and Tenants have the use of two pools: 1) The Village Condominiums pool located between Buildings 630 and 640; and 2) the Ocean Club pool located adjacent to Building 300 at the Ocean Club Apartments. The following restrictions apply to both pools, except where specified. Violations of the Pool Rules, either The Village Condominiums or Ocean Club Apartments, are enforced in accordance with the Association's governing documents.

- A. Pool hours are between 8:00 AM – 10:00 PM. Noise levels must remain low after 9:00 PM.
- B. **No lifeguard is on duty at the pools.** Residents and guests are responsible for their own safety.
- C. For your safety, **NO DIVING.** jumping, ball playing or boisterous rough play is permitted.
- D. Management reserves the right to remove anyone from the pool or gym area and restrict usage.
- E. Your Identification Card for The Village & Ocean Club must be carried **AT ALL TIMES** when using the amenities. You will be asked to leave the pool area if you do not have it.
- F. Guests must be accompanied **at all times** by an adult resident from the Unit that they are visiting.
- G. Owners who are residents or their Tenants may have no more than two guests per Unit at either pool. If an Owner leases his or her Unit, the Owner is NOT allowed use of the pools.
- H. Children under the age of fourteen (14) must be supervised by an adult resident **at all times.**

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- I. Incontinent persons must wear a swimsuit designed for use by incontinent persons in public pools.
- J. Radios or other music players are permitted only with the use of headphones.
- K. The use of the following substances is prohibited in the pool and spa areas and at the Ocean Club gym:
 - a. Alcohol.
 - b. Tobacco products including, but not limited to, cigarette, cigars, electronic smoking devices, and pipes.
 - c. Marijuana, medical or otherwise.
- L. Glassware is not permitted in the pool area.
- M. Pool area gates must be closed and locked at all times to comply with our insurance requirements.
- N. Courtesy and respect to others using the facilities are to be shown at all times.
- O. No animals except service animals are allowed in the pool area per Civil Code 65534.
- P. No cut-off jeans, exercise clothes, etc. are to be worn in the pools or spas at any time. Nudity is prohibited at all times – adults and children. Proper swimming attire is required at all times.
- Q. Misusing or removing life-saving equipment, pool furniture, or other furniture and equipment are prohibited and will result in fines and fees for replacement or repair of items.
- R. **Illegal substance and alcohol usage in the pool area is prohibited.** [Adopted August 20, 2013]
- S. Signs are posted in the pool area which set forth rules and regulations for the use of The Village pool, and such rules and regulations may be changed from time to time by the Board.

13. POOL-AREA BARBECUES

- A. The pool-area barbecues are for the enjoyment of residents only.
- B. Barbecue hours are the same as the pool hours (8:00 AM – 10:00 PM). The gas to the barbecues is on a timer that turns the gas on and off to coincide with pool hours.
- C. A gas key is required to start the barbecues (5/16 square fireplace type). A lighter can also be used but is optional.
- D. The use of charcoal, wood chips, and lighter fluid is PROHIBITED.
- E. Barbecues must be brushed clean after every use. Cleaning brushes are provided.
- F. All cooking packages, cups, plates, etc., must be disposed of in the trash cans.
- G. Glass containers and glass serving dishes are not permitted in the pool and barbecue areas.

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H. Please contact the On-Site Manager if the barbecues are not operating correctly.

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14. PARKING / USE OF PARKING SPACES / SPEED LIMIT

A. Assigned Parking. The following applies to the assigned spaces for each Unit:

- 1) The Village developer assigned one or two parking spaces to each Unit. These assignments cannot be changed except by a 51% vote of all Owners. The sale or transfer of a Unit shall not affect such assignment. Refer to the CC&Rs, Article V, Section 5.8, as amended on January 13, 1981.
- 2) If a resident finds someone else's vehicle parked in his/her space, he/she should contact the On-Site Manager or a Board member for assistance in having the vehicle towed. For emergency situations, refer to Section 20(B), below.
- 3) **Assigned parking spaces may not be used for storage.**

B. Guest Area Parking. Guest Parking is located inside the main Garnet Street entrance, between buildings 630 and 640. Parking spaces are limited in number and their usage is restricted. One (1) guest parking permit has been issued to each Owner or Tenant.

- 1) A valid Association-issued guest parking permit must be prominently displayed in the windshield area of any vehicle parked in Guest Parking.
- 2) Guest parking is for GUESTS ONLY. Owners and Tenants are not permitted to park in Guest Parking, regardless of whether or not a guest parking permit is displayed in the windshield.
- 3) The use of Guest Parking is limited to 48 consecutive hours unless prior approval for additional time is obtained from the On-Site Manager.
- 4) Commercial vehicles of any kind are NOT PERMITTED in the Guest Parking area. Commercial vehicle parking, including pick-up and delivery parking, is available along the wall at the Garnet Street entrance.
- 5) Recreational vehicles, including travel trailers, tent trailers, campers, camper shells, boats, boat trailers, or similar equipment, are NOT PERMITTED in Guest Parking.
- 6) Storage containers, including self-loading storage containers, moving pods, or similar containers, are NOT PERMITTED in Guest Parking.
- 7) **Manually raising the gate arm at the Garnet Street entrance is prohibited as it will damage the mechanism.** Please report anyone observed doing this to the On-Site Manager or Horizon Management Company. Likewise, anyone observed breaking off the wooden gate arm should be reported. **Violations are subject to a fine of \$100 plus all damage costs.**

Any vehicle parked in Guest Parking in violation of these Rules and Regulations is subject to tow-away WITHOUT NOTICE at the Owner's expense per CA VC 22658.

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C. Restricted Parking Areas.

- 1) Parking in other areas not designated for parking will result in the vehicle being towed away at the Owner's expense. This includes, but is not limited to, driveways, fire roads and passageways.
- 2) Parking along the wall at the Garnet Street entrance is reserved for commercial vehicles. Pick-up and delivery vehicles may only park there for 30 minutes between the hours of 8:00 AM and 5:00 PM daily. During off-hours, guest parking permits **MUST** be displayed. **Violators will be towed away.** Please observe the posted guidelines to avoid tow-away.

D. Inoperable Vehicles. The storage of any vehicle that does not display current registration tags, does not run, and/or can only be relocated by means of a towing service ("Inoperable Vehicle") is prohibited. An Inoperable Vehicle that is parked anywhere in the Development is subject to tow away and the Owner will be fined.

E. Speed Limit. The speed limit in the Development is 5 M.P.H.

15. SMOKE AND HEAT DETECTORS / FIREFIGHTING EQUIPMENT

- A.** The Association is responsible for maintaining the heat detectors in the Units and smoke detectors, firefighting equipment and suppression systems in the Common Area.
- B.** Smoke and heat detectors, including heat detectors in Units, must not be removed, modified or tampered with at any time. This includes, but is not limited to, covering the detector with tape and/or painting the detector. Modification of smoke or heat detector may result in an alarm, which will result in a response by the Redondo Beach Fire Department. The Fire Department may charge the Association for the false alarm.
- C.** Any action that interferes with the proper operation of the Association's fire alarm and firefighting systems will result in an assessment against the responsible Owner for the full cost of diagnosing and restoring the system.
- D.** A Fire Department false alarm charge will result in an assessment against the responsible Owner for the full amount of the charge.

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16. ARCHITECTURAL AND ALTERATIONS

- A. No external structural changes, including, but not limited to, modification of external doors, windows, wall surfaces, roofs, balcony decks (including screening or any type of enclosure), or lighting fixtures, shall be made without first obtaining written approval. The On-Site Manager may issue written approval for certain types of modifications within guidelines approved by the Board. Any such request for change shall be submitted to Horizon Management Company or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee and to the Board. After receipt of such requests, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to the Board.

Any changes done without the required approval must be returned to the original condition at the expense of the Owner.

- B. No internal structural changes, including but not limited to, tile flooring, or plumbing may be made without first obtaining written approval. The On-site Manager, from his office, may issue written approval for certain types of modifications within guidelines approved by the Board. Any such request for change shall be submitted to Horizon Management Company or to the On-Site Manager. Such requests shall immediately be forwarded to the Architectural Committee and to the Board. After receipt of such request, the Architectural Committee shall have ten (10) calendar days to submit written recommendations to The Board.

Any changes done without the required approval must be returned to the original condition at the expense of the Owner.

Washers, dryers, and spa / Jacuzzi tubs shall not be installed in any Unit.

- C. No floor covering EXCEPT carpeting is permitted in living rooms, dining areas, bedrooms and halls in the 2nd and 3rd floor Units. This includes, but is not limited to, hardwood floors, tile, linoleum, etc.
- D. The responsibility for maintenance of the integrity of the waterproof membrane on the 2nd and 3rd floor balcony decks is and always has been the sole responsibility of the Owner. Periodic application of a waterproof deck coating is recommended.
- E. If an Owner should desire to install a permanent flooring system such as ceramic tile, slate, or similar materials on a balcony or deck, that Owner MUST FIRST REQUEST permission from the On-Site Manager and the Board. The Owner will be responsible to instruct their contractor that the installation they proposed will not cause damage to the integrity of the waterproofing and must provide them with a written guarantee. The Owner shall provide a copy of the guarantee to the Board, indemnify the Association, and assume the liability for any future damage to the structure.
- F. No Owner or Tenant shall paint any outside areas, including balconies and doors, without approval by the Board.

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- G. The flashing at the intersection of the deck and wall is the responsibility of the Association. Should the Owner believe the flashing requires repair or replacement, he/she should contact the On-Site Manager. If the Owner is unsure, he/she should contact the On-Site Manager and have the flashing inspected.
- H. The use of drop cloths and elevator pads in the elevators, and drop clothes in the hallways, is required when construction is in progress in a Unit. See "Move-In / Move-Out" Section 5 above for additional elevator pad information.
- I. All Owners and Tenants employing contractors must supervise their use of the Common Area and will be responsible for any damage. Contractors are NOT allowed to prop open doors or gates. Garages and other parts of the Common Area may only be used for contractor staging with advance authorization from the On-Site Manager.
- J. Construction debris, carpet, appliances, countertops, etc., MAY NOT be disposed of in the Association dumpsters or recycle bins or be abandoned in the Common Area. All items must be hauled away for off-site disposal. **Violations are subject to a \$100 fine per occurrence, plus repair and/or clean-up costs for any damage.**
- K. Home improvement work, including carpet cleaning or other loud services, may only be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Work on the weekends is NOT PERMITTED.
- L. Window coverings, drapes, blinds, etc., must meet building standards, which are white or off-white colors as seen from the outside.
- M. The On-Site Manager must approve shut-off of water supply lines not later than 24 hours prior to the scheduled shut-off.
- N. Approval Procedure: As indicated in this section, approval for all work must be obtained from either the On-Site Manager or the Board. In some cases, the On-Site Manager can approve a work/improvement request and issue specific Board-approved guidelines for such requests.

Types of work that the On-Site Manager cannot approve will require Board approval. These requests must be submitted to Horizon Management Company or to the on-Site Manager, who will present the request to the Board and Architectural Committee for review.

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17. BALCONIES AND PORCHES

[Adopted December 17, 2014]

A. Balconies and decks (“balconies”), and ground-floor porches (“porches”), though reserved for the exclusive use of Unit residents, are nevertheless Common Area subject to Association rules.

B. Permitted Items. Items permitted on balconies and porches are restricted to the following:

- Bicycles (not hanging from ceiling)
- Dog house, not taller than 24 inches
- Holiday lighting (only during the Holiday season)
- Hummingbird feeders (no bird seed)
- Patio furniture
- Potted plants and planters as described in F and G below
- Propane or electric barbecue, if properly used and not creating a nuisance
- Satellite dish, properly mounted
- Small items, if not otherwise prohibited and not excessive in number
- Sunshades and umbrellas as described in Item L below
- Surfboard (not mounted to wall)
- U.S. flags (properly displayed-not hanging from ceiling)

C. Unsightly Objects. Notwithstanding the forgoing, in no event shall unsightly objects be placed or stored on a balcony or patio where they may be seen by other Residents or by the public in general. In no event shall balconies be cluttered or unsightly.

[Balcony and Porches rules continued on following page]

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D. Examples of items not permitted. Items not permitted to be stored or left on display on balconies and porches include, but are not limited to, the following:

- Animal kennels and cages
- Antennas
- Appliances
- Attachments that alter the architectural appearance of the balcony railing
- Bamboo walls and room dividers (or similar structures)
- Banners
- Bird feeders other than hummingbird feeders
- Charcoal or other barbecues that require the use of lighter fluid
- Flags other than U.S. flags
- Holiday lighting not during an applicable holiday period
- Hot tubs
- Household furniture
- Laundry and/or towels hanging off railing
- Machinery and/or power tools
- Mops
- Open-flame devices such as exposed candles
- Pet food and/or water containers
- Pet litter boxes
- Empty propane tanks
- Rubbermaid-type storage containers and ice chests
- Shopping carts
- Tiki torches and/or fire pits
- Uncoiled hoses
- Wind chimes

E. Balconies and porches must be kept clean and the items thereon must be well maintained.

F. Planters, plant pots or other materials may not be attached or placed on top of the balcony railing at any time. The railing top must be kept free of any attachments whatsoever. You may install a planter or plant pots so they attach from the inside of the railing. You may hang a potted plant from the balcony joist so long as it is entirely contained in the air space above your balcony (along the inside of the railing). Hanging plants must be hung such that if they should fall, they will land on your balcony.

G. Over-watering of plants causes serious balcony damage. All plants on or above balconies and porches must be in watertight containers or in pots with plastic or glazed ceramic saucers underneath that prevent all water drainage and/or overflow onto the balcony. Residents are responsible for cleanup of plant-related debris. Residents must ensure that plant-related debris does not fall onto balconies and/or cars below. Runoff from watering of hanging plants must be captured in an appropriate container to prevent water damage to the balcony.

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- H. All items in contact with balconies or porch surfaces must be non-scratching and non-staining. Residents are liable for any damage caused directly or indirectly by items placed anywhere in the Common Area, including balconies and porches.
- I. Food for pets or feral animals, including but not limited to seeds for squirrels and birds, may NOT be left outside any Unit or anywhere in the Common Area, including on balconies and porches.
- J. Pet owners must keep their balconies and porches free from all animal waste. All droppings, urine, fur, and other animal-related materials must be removed immediately. Cat litter may not be used or stored on balconies or porches.
- K. Pets may not be left on balconies or porches without direct adult supervision at all times.
- L. Sunshades or other attached devices that change the architectural appearance of the building are not permitted. Sunshades, umbrellas, and other sun protection devices that are not attached to the building, that are entirely contained within the airspace of the balcony or patio, that do not block the view from any other Unit, and that are only used during periods of high sun exposure are permitted.
- M. Storage containers of any kind used on a continuous basis are not permitted.
- N. Carpet and AstroTurf prevent the balcony surface from drying after rain and hasten the deterioration of the waterproof balcony surface. For this reason, carpet and AstroTurf are not allowed on balconies.

18. SATELLITE DISHES AND EXTERIOR ANTENNAS

- A. No exterior radio or television antennas are permitted, nor shall the existing system be tampered with in any manner which would affect its efficiency.
- B. Satellite dishes less than 1 meter (39") in diameter, may be used within the Unit's exclusive use common area or interior only. Satellite dishes may not be placed in, or permanently mounted or affixed to, any part of the Common Area (which includes, but is not limited to, roofs, exterior walls, and patio and balcony floors). Satellite dishes may not extend into the Common Area air space or protrude beyond the edge of a exclusive use balcony or patio.
- C. Please check with the On-Site Manager for satellite and cable options BEFORE you install a satellite dish. You will incur additional expenses to remove or relocate a satellite dish that does not meet Association standards or is improperly located or affixed.

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19. SECURITY AND EMERGENCY PROCEDURES

- A.** The Village is not a secure complex. However, we try to limit access to the extent possible. You can help by:
- 1) Closing all doors behind you.
 - 2) Not letting anyone in with your key or gate opener unless you know he/she is entitled to enter.
 - 3) Offering to direct anyone who appears to be lost or does not belong.
 - 4) Calling the Police if anyone appears suspicious.
 - 5) Having 1-inch dead bolts on your doors and safety catches on your sliding glass doors.
- B.** Emergencies during business hours should first be directed to the On-Site Manager. If the On-Site Manager is unavailable, contact Horizon Management Company. After business hours, Horizon Management Company has a 24-hour emergency message system that will page the on-call managing agent for emergencies. Contact phone numbers are in Section 2 of this document and posted in the building lobbies.
- C.** If the Building 660 garage door is inoperable, first call the On-Site Manager. If the On-Site Manager is unavailable, contact Horizon Management Company's emergency service or call the Fire Department. Instructions for opening the electric Building 660 garage door are located in the Building 660 laundry room.

For life-threatening emergencies, contact the Redondo Beach Police Department or call 911 immediately. Please do not utilize the after-hours emergency service for non-emergencies.

20. ENTRAGUARD ACCESS CONTROL

The Village is equipped with ENTRAGUARD telephonic access control system. This system allows you to control the locked entrance to your building (Buildings 610 through 660) or Unit (the Townhomes) using your telephone as follows:

- Each Unit has been assigned a Calling Code Number. This Calling Code Number is listed beside your name on a directory outside your building.
- Your telephone number will be stored in the memory of the ENTRAGUARD system by the On-Site Manager and remains confidential.
- When someone comes to visit you, they will find your Calling Code Number on the directory.
- Your visitor will dial the Calling Code Number on the ENTRAGUARD system. (The ENTRAGUARD will then ring your telephone.)
- When you answer your telephone, you will hear gentle "beeps" as well as your visitor's voice.
- You can unlock the entrance door to admit your visitor by dialing "9" on your touch tone telephone and then hanging up. If you do not wish to let the visitor in, just hang up.

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IMPORTANT NOTES:

- DO NOT ALLOW access into the building to a stranger or someone posing as a delivery person unless you are expecting that person.
- Tell your visitor your Unit number. Your Calling Code Number has NO relationship to your Unit number.
- If you are on the telephone when a visitor tries to call you, he will receive a busy signal. Therefore, if you are expecting company, be brief on your telephone calls.

21. MISCELLANEOUS RULES

- A. Smoking of cigarettes, cigars, electronic smoking devices, pipes or other tobacco products is prohibited in the Common Area.** Common Area includes, but is not limited to, all balconies; the Association's pool and spa areas, including the bathrooms; guest parking areas; hallways; laundry rooms; parking garages; stairways/stairwells and landings; elevators; sidewalks; and any landscaped area, including the dog run. [Adopted August 21, 2012]
- B.** Owners and Tenants are not permitted to make modifications to the Common Area. This includes, but is not limited to, painting of Common Area walls, trimming or working on the landscape, modifying the balcony railing system, mounting of external antennas, building or placing of storage units.
- C. Owners may be assessed a fine for damage and/or modification of the Common Area in addition to the cost to restore the Common Area that was damaged or modified.**
- D.** Children are not permitted to play in any of the Common Area. This includes, but is not limited to, the building hallways, garages, outdoor gardens, streams and pool area.
- E.** No skateboarding or bike riding in garages, driveways or other parts of the Common Area.
- F.** Do not prop open elevator doors when moving items in and out. The door is delicately balanced and this causes it to malfunction, resulting in costly repairs.
- G.** No part of the Development shall be used in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, storing, vending or other such nonresidential purposes. See CC&R Article VI, Section 6.3.
- H.** Door-to-door commercial solicitation is not permitted.
- I.** Dated notices and handbills may be posted on the bulletin board in the laundry room. Such notices and handbills that are posted in any other part of the Common Area will be removed. Notices one month old will be removed on the 1st of each month.
- J.** Laundry bleaches and detergents must be carried in plastic bags in hallways and elevators. Many solvents will discolor and bleach the carpeting if spilled.
- K.** The Association is not responsible for unattended laundry.

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- L. Changing of oil or performing major vehicle repairs anywhere in the Development is prohibited. Oil and/or vehicle fluid leaks must be promptly cleaned up.

22. REAL ESTATE AGENT POLICY

- A. There is a limit of one sign advertising a condominium for sale, lease or rent, either per Realtor or per Unit. The sign must be given to the On-Site Manager for posting in the front between buildings 650 and 660 on the real estate signpost. All signs must meet the Association color specifications – white background with blue lettering. Size, color and design specifications can be obtained from the On-Site Manager.
- B. Each Realtor must be aware of the Rules and Regulations. The Realtor must have, on file with the On-Site Manager, a signed form stating they have read and will comply with the Rules and Regulations.
- C. Signs will only be posted upon presentation of a listing agreement and may remain posted for a maximum of sixty (60) days. Presentation of a listing extension or renewed listing agreement may extend the posting for a 60-day period.
- D. “Open House” signs or other similar attention-getting devices not larger than 18” x 24” may be displayed if taken down immediately after the open house is over. Any such sign or device remaining after 6:00 PM will be subject to removal by Management. Doors and gates should not be propped or taped open **at any time**.
- E. No taped, tacked or stapled signs on any surfaces, doors, hallways, windows or exterior surfaces.
- F. Lock boxes on individual Units are not allowed. Lock boxes will be removed and returned to the appropriate Real Estate Association. Lock boxes can only be placed on the bar provided at the building entrances. Lock boxes not date stamped will be removed by the On-Site Manager after 90 days.

23. PLUMBING POLICY

This policy was prepared and approved by the Board to define guidelines regarding the Owner and Association’s responsibility for the maintenance, repair and replacement of the plumbing in the Development.

- A. **Water Lines (Incoming Pipes)** The Association is responsible for the incoming water lines up to the angle stops and any other shut-off valves in the interior of each Unit. The Association is responsible for the tub (or shower) pipes up to the point the line meets the tub (or shower) shut-off valve or hook-ups. The Association is not responsible for pipes connecting the angle stops or other shut-off valves to the faucet water spigots, shower hookups, etc. Sinks, toilets and dishwashers must have shut-off valves prior to the hookup of the appliance or faucet.

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The Owner is responsible for the plumbing interior to his/her Unit, including the shut-off valves. This responsibility includes repair, replacement, and maintenance of the lines and all appliances, fixtures, etc. inside the Unit. The Owner is responsible for the pipes connecting the shut-off valves to the faucets, water spigots, shower hookup(s), etc.

B. Drain / Sewer Lines (Outgoing Lines) The following rules cover both drain lines inside the Unit and Common Area main sewer lines.

1) Unit Lines (outgoing).

The Owner is responsible for the maintenance, repair, and replacement of the outgoing lines from the fixture to the point it meets the wall / floor / Common Area pipe. The Owner is responsible for the actual connection to the Common Area pipe. The Owner is responsible for the "P-Trap" under the tub or shower, the tub overflow drain, and the seals for these devices. Generally, the material the Owner is responsible for is made of brass, copper; or PVC, while the piping the Association is responsible for is made of cast iron or galvanized steel.

2) Main Sewer Lines

The Association is responsible for the maintenance, repair, and replacement of the main sewer lines (horizontal lines running under the garages and/or ground to the city sewer line).

3) Vertical Lines.

Vertical lines connect the Unit plumbing to the sewer main. The Association is responsible for normal repairs and replacements of the vertical lines, which are beyond the Owner's control. In some cases, the Owner may be responsible for the repair of backups / clogs in the vertical lines.

Case 1: A backup occurs in any line and can be attributed to the actions, either willful or negligent, of a single resident. The Owner is responsible for the repair.

Case 2: A backup occurs in a line shared by two or more Units and is due to the action of an Owner, but it cannot be determined which Owner is responsible. Those Owners sharing the lateral line will be equally responsible for repairs.

4) Maintenance and repairs includes freeing the lines of backups and clogs.

C. Sewer / Drain Line Backup & Water Leak Procedure

1) In the event of a water leak, backup, or clog, the Owner or Tenant shall proceed as follows:

NORMAL BUSINESS HOURS (8:30 AM – 4:00 PM, Monday through Friday)

Notify On-Site Manager at (310) 379-0198

OFF-HOURS EMERGENCY

Notify Horizon Management Company. Horizon will then arrange, on behalf of the Association, for service and bill back the Owner should it be determined that the repair is the responsibility of the Owner.

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- 2) The Association will rely on the guidelines of this policy as well as the written opinion of a licensed plumber regarding the nature and location of the backup or water leak. The written opinion must accompany any bill submitted to the Association. It is customary to clear a line through to the main; therefore, the Owner may still be responsible for the service.
- 3) If the Owner doesn't follow these guidelines, the Owner shall bear any and all costs involved for repair and damages within his Unit, surrounding Units, and the Common Area.

D. Water Damage

The Owner is responsible for any and all water damage, including damage to the Common Area or other Units, caused by any plumbing that is the Owner's responsibility to repair or maintain. This includes, but is not limited to, damage arising from leaking faucets, drains, dishwashers, etc.

The Association is responsible for water damage caused by plumbing that is the Association's responsibility to maintain.

E. Unauthorized Modifications

- 1) Owners are **NOT** permitted to modify the Common Area plumbing without obtaining the **PRIOR** approval of the Board and the necessary City permits. Any change to the Common Area plumbing is considered an "Architectural Change". The Owner is responsible for **ANY** and **ALL** repairs resulting from unauthorized modifications to the Common Area plumbing. The Owner may also be responsible to return any unauthorized plumbing to its original condition.
- 2) Washers, dryers and spas / Jacuzzi are **NOT ALLOWED** to be hooked up in any Unit.

F. Damage to Common Area Plumbing

The Owner is responsible for any and all damage caused to the Common Area by the Owner or the Owner's guests, Tenants, family members, hired workers, etc.

G. Recommended Plumbing Maintenance That Is Owner's Responsibility

The following is suggested plumbing maintenance that is the Owner's responsibility. It is not the only maintenance required. Following these recommendations does not relieve the Owner of any responsibilities defined above.

- 1) Replace toilet flapper every two years
- 2) Check the toilet ball cocks every six months. When in doubt, replace them.
- 3) Check gaskets in drain lines under sinks every six months. Also look for pin-holes in pipes.
- 4) Check valves annually. Be sure you can open and close valves by hand.
- 5) Correct leaky faucets as needed to help save water.
- 6) Any time plumbing work is done in the bathroom, check the tub drain for tightness. Leaks will not be visible until the Unit below shows water stains on the ceiling. Also tighten the bolts holding down the toilet to ensure the wax seal is tight.

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24. CONTACT WITH CONTRACTORS

[Adopted April 21, 2009]

- A. No member of the Association who is not a member of the Board or designated to do so in writing by the Board shall contact any of the Association's contractors, attorneys, accountants and others working for the Association with regard to any services being rendered for the Association concerning any part of the Common Area (hereinafter an "Unauthorized Communication") unless requested to do so by an authorized member of the Board or such contractors, attorneys, accountants or others working for the Association.
- B. No member of the Association or any of his/her/its family members, guests, invitees, contractors or agents shall give any instruction to any of the Association's contractors, subcontractors, workers or employees which concern any part of the Common Area (other than the Association's management company) as to how to perform their functions unless requested to do so by an authorized member of the Board or requested to do so by such contractors, subcontractors, workers or employees.
- C. No member of the Association or any of his/her/its family members, guests, invitees, contractors or agents shall interfere with the performance of any of the Association's contractors, subcontractors, workers or employees in connection with their jobs, functions or duties concerning any part of the Common Area unless requested to do so by an authorized representative of the Board or by such contractor, subcontractor, worker or employee or unless such contact is reasonably necessary for the performance of such jobs, functions or duties.
- D. Nothing contained herein shall preclude any member of the Association from responding to an inquiry from any of the Association's contractors, attorneys, accountants and others working for the Association.
- E. Any member of the Association who violates any of the aforementioned rules (collectively the "Contact with Contractor Rules") shall be directly responsible for the fees and costs incurred by any attorney, accountant, contractor or other person working for the Association in responding to the Unauthorized Communication.
- F. Any member of the Association who violates any of the Contact with Contractor Rules may be fined a maximum of \$100 for a first violation, a maximum of \$200 for a second violation and \$300 for any third or subsequent violation.
- G. No fine shall be levied against any member of the Association except in accordance with the Association's Owner disciplinary hearing procedure.

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25. ELECTION POLICY

- A.** The Association's election policy provides any candidate or member advocating a point of view access to Association media, newsletters, or internet web sites during a campaign, for purposes that are reasonably related to that election. Equal access is provided to all candidates and members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The Association will not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
- B.** All candidates will have access to the common area meeting space, if any exists, during a campaign, at no cost, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.
- C.** Candidates for the Board of Directors and any other elected position must be members of the Association in good standing.
- D.** Nominations for candidates for the Board of Directors will be made by a Nominating Committee. Nominations may also be made from the floor at the annual or special meeting. The Nominating Committee consists of a Chairperson, who is a member of the Board of Directors, and 2 or more members of the Association. The Nominating Committee is appointed by the Board of Directors, prior to each annual meeting, and serves from the close of the annual meeting until the close of the next annual meeting. The members' appointment will be announced at each annual meeting. The Nominating Committee may nomination as many candidates for election to the Board as it determines in its discretion, but no less than the number of vacancies to be filled.
- E.** Any member of the Association may nominate himself or herself for election to the Board of Directors.
- F.** Proxy voting is allowed. For proxies to be valid they must be: (1) in writing; and (2) signed by a member of the Association or his or her attorney. Proxies may be used for quorum purposes only, or may direct how the proxy holder is to vote.
- G.** Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote will be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder will cast the member's vote by secret ballot. If the Board is directed to vote, the vote will be determined by a majority of the board.
- H.** Before the election, the Board will seek 1 or 3 volunteers to act as inspectors of the election results. A representative of the management company may be an inspector.

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- I. An election inspector may be a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An inspector may be a member of the Association, but may not be a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may be a person who is currently employed or under contract to the Association for any compensable services.
- J. The inspector or inspectors of election will:
- Determine the number of memberships entitled to vote and the voting power of each.
 - Determine the authenticity, validity, and effect of proxies, if any.
 - Receive ballots.
 - Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - Count and tabulate all votes.
 - Determine when the polls shall close.
 - Determine the result of the election.
 - Perform any acts as may be proper to conduct the election with fairness to all members and all applicable rules of the Association regarding the conduct of the election.

The inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector or inspectors of election is evidence of the facts stated in the report.

- K. Ballots and two pre-addressed envelopes with instructions on how to return ballots will be mailed by first class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter will not be identified by name, address or lot, parcel, or Unit number on the ballot.

The ballot itself will not be signed by the voter, but inserted into a sealed envelope. This envelope will be inserted into a second sealed envelope. In the upper left hand corner of the second envelope, the voter will print and sign his or her name, address, and lot, or parcel, or Unit number that entitles him or her to vote.

The second envelope will be addressed to the inspector or inspectors of election. The envelope may be mailed or delivered by hand to a location specified by the inspector or inspectors of election, including the current management company. The member may request a receipt of delivery.

The sealed ballots at all times will be in the custody of the inspector or inspectors of election or at a location designated by the inspector or inspectors until after the tabulation of the vote, at which time custody shall be transferred to the Association.

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- L. All votes will be counted and tabulated by the inspector or inspectors of election in public at a properly noticed open meeting of the Board of Directors or members. Any candidate or other member of the Association may witness the counting and tabulation of the votes. No person, including a member of the Association or an employee of the management company, will open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- M. The results of the election will be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.
- N. After tabulation, election ballots will be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association will, 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.
- O. Association funds will not be used for campaign purposes in connection with any Association Board election. Funds of the Association will not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:
- Expressly advocating the election or defeat of any candidate that is on the Association election ballot.
 - Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, except the ballot and ballot materials, within 30 days of an election.

Funds can be used in providing candidates equal access to Association media, newsletters and websites.

26. UNIT RENTAL RESTRICTIONS

[Adopted November 28, 2011]

Each Unit in The Village is to be occupied only on a residential basis with a term of not less than Sixty (60) days continuous occupancy.

March 29, 2019

The Village Condominium Owners' Association

Code of Conduct and Harassment Policy Adopted

Dear Homeowner:

At an Open Meeting on March 21, 2019, the Village Condominium Owner's Association Board of Directors, after reviewing written comments, unanimously voted to adopt the *Code of Conduct and Harassment Policy*. Please refer to the attached policy which will also be posted on the portal at: https://caliber.cloud/CaliberWeb2_HorizonMgmt#/.

Effective immediately, owners will be subject to the Association's discipline policy and schedule of penalties for violating the governing documents. Please keep this information with your other Village Condominium Owners Association rules documents.

Thank you
The Village Condominium Owner's Association
Board of Directors

**THE VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.
CODE OF CONDUCT AND HARASSMENT POLICY**

Unless specified, all the capitalized terms in this Code of Conduct and Harassment Policy ("Policy") have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and any amendments or restatements ("CC&Rs") for The Village Condominium Owners' Association, Inc. ("Association").

This Policy is in two parts. The first is intended to provide standards that residents, owners, and representatives of the Association (board or committee members) must abide by for the betterment of the community. The second is intended to provide a procedure to address complaints that pertain to hostile environment harassment of protected classes of residents to assist the Association in complying with state and federal fair housing laws.

I. CODE OF CONDUCT

A. Proper Decorum. No residents, owners, or representatives of the Association (board or committee members) shall:

1. Engage in personal attacks, insult, or belittle any individual (other resident, owner, management, or vendor) by name or otherwise, or make any statement which can reasonably be construed as insulting, offensive or belittling;
2. Use threatening or abusive language or gestures;
3. Bully, harass, intimidate, or otherwise interfere with an employee's, management's, or vendor's ability to perform their job duties in a respectful work environment.

B. Nuisance and Noise. The following nuisance and noise provisions supplement the CC&Rs that prohibit nuisances:

1. Owners and residents may not do anything that will cause unreasonable embarrassment, disturbance or annoyance to others, including the Association's management and vendors.
2. No one may engage in any abusive or harassing behavior or any form of intimidation or aggression, whether verbal or physical, against other owners, residents, guests, invitees, the Board, Association employees, management, and vendors. In the event the Association elects not to act on a nuisance complaint by an Owner, or if the complaining party believes the Association's action is not sufficient, they have a legal right to seek additional enforcement remedies.
3. Owners and residents are advised they do not have a right to live in a noise and odor free environment. Normal levels of noise and environmental pollutants will always exist. The Code of Conduct is designed to prohibit an unreasonable nuisance.
4. Consideration of the interests of all residents with respect to loud and disturbing noise must be observed. This includes but is not limited to, noisy play, loud music,

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CODE OF CONDUCT AND HARASSMENT POLICY**

radios, stereos, televisions, late night parties, barking dogs, power tools and excessive noise from cars, motorcycles and other vehicles.

5. No nuisance, illegal, hazardous or noxious activity, including extraordinary amounts of accumulating, waste or litter shall be committed or permitted to occur within the community. Rubbish and debris shall be placed in the designated and proper receptacles.
6. No owner or resident shall permit any odors in their Unit that create an unreasonable, unsanitary, or offensive nuisance for other residents within the community.
7. Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes unless the "nuisance" causes substantial interference rather than mere inconvenience and impacts the community at large.

C. Workplace Violence

1. **Zero-Tolerance Policy.** The Association is committed to providing a workplace that is free from acts of violence or threats of violence. Therefore, we have a strict policy against threatening to commit or committing an act of violence. If an employee feels threatened by an owner or resident's conduct, actions, or communications, they are instructed to report their concerns to the Board, and the Board may pursue a workplace violence restraining order on their behalves. If awarded, the owner of the unit associated with the complaint will be held responsible for the Association's legal fees.

D. Violation and Fine Procedure.

1. Any residents, owners, or representatives of the Association (board or committee members), claiming a violation must complete, sign, and submit an Alleged Violation Report to the Board or to the Association's manager during regular business hours. No anonymous Alleged Violation Reports will be considered.
2. The Board shall have the authority to seek any penalty, order, or remedy authorized by the Association's governing documents, employee handbook and applicable law from a resident or owner, representative of the Association (board or committee member), management company, vendor, or contractor who violates this Code of Conduct. If that person is an employee, the Board shall have the authority to subject that person to disciplinary action, up to and including immediate termination. If that person is a member or a tenant, the Board shall have the authority to discipline said person with a minimum fine of \$50 per occurrence. Fines are assessed as follows:
 - a) **FIRST VIOLATION:** Original notification, in writing, to the member or tenant advising the nature of the violation and giving seven (7) days to remedy the violation.

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- b) **SECOND VIOLATION:** Second notification, in writing, will be sent the member or tenant stating that the violation continues and giving notice to appear at a hearing before the Board of Directors at the next scheduled Board meeting. The Board of Directors, after the hearing, will determine if a fine of \$50.00 to \$500.00 will be levied on the member's account.

- c) **SUBSEQUENT VIOLATIONS:** Notice of continuing violation will be sent, in writing, and fines levied each thirty (30) days at the rate of double the previously levied fine.

The Board of Directors reserves the right to take any further action deemed necessary to enforce this Code of Conduct, including, but not limited to, legal action for injunctive relief and legal action for collection of penalty assessments.

II. HARASSMENT POLICY

A. Definitions

1. "Harassment" means coercion, intimidation, threats or other unwelcome conduct (whether communicated in writing, verbally, or otherwise) based on a person's inclusion in a Protected Class by a Third Party which is severe enough to interfere with an Owner's or resident's ability to enjoy their dwelling or any privileges, services, or facilities operated by the Association.

2. "Neighbor to Neighbor Dispute" means a dispute or complaint(s) by one Owner or resident against another Owner or resident which does not involve a violation of the Association's governing documents or does not impact the Association at large or its Common Area.

3. "Protected Class" includes race, color, religion, sex, familial status, disability, or national origin as outlined in the Act and also includes gender, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income, age, medical condition, genetic information, citizenship, primary language, immigration status, arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes as provided in the DFEH Regulations (CCR Section 12005(z)).

4. "Third Party" includes (1) all Owners and residents, and any of their tenants, family members, guests, or invitees, (2) Association vendors including their employees, agents, and sub-contractors, (3) Association employees, if any, and (4) its directors and officers.

B. Policy Terms

- 1. Prohibition Against Harassment/Limitations on Association's Powers.

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The Association does not condone, endorse, or otherwise tolerate Harassment against its members and residents. Harassment of an Owner or resident based on his or her membership as part of a Protected Class by a Third Party is prohibited.

This Policy is not intended to limit free speech. However, speech intended to coerce, intimidate, or threaten bodily harm is not protected. The purpose is to provide the Association, Owners and residents a procedure to address any disputes regarding alleged Harassment.

However, the Association cannot address nor does it have the power to address all alleged or potential harassment, disputes, and controversies. It is limited by the authority provided in its governing documents and the law. Equally important, Owners and residents have their own rights under the Association's governing documents and the law they can exercise and should seek their own legal counsel about their rights.

2. Reporting Disputes/Harassment

If an Owner or resident believes there has been a violation of the Association's governing documents or has experienced or observed Harassment, an Alleged Harassment Report must be submitted to the Association, attached as Exhibit "B." The report must identify the actions that the Owner or resident believes violate the governing documents or constitute Harassment and identify the persons involved. If the alleged violation or Harassment is from the community manager, please report it to a member of the Association's board.

3. Investigating Disputes/Harassment

When an Alleged Harassment Report is submitted, the Board will review the matter at its next duly called executive board meeting and make a reasonable business judgment decision based on the facts whether it constitutes a Neighbor to Neighbor Dispute, Harassment, a violation of the governing documents, or otherwise.

The Board may request further documents or evidence of the dispute or complaint, call one or more complaining party to a board meeting, and confer with other residents, members, manager, vendors, or legal counsel to investigate the matter. The Board reserves the right to take any action necessary or to not take any action, if in its discretion, the complaint has no merit.

4. Findings and Actions

If the Board finds there has been Harassment, depending on the circumstances and if appropriate, the Association may take any of following actions:

- a) Refer the complaint to the United States Department of Housing and Urban Development, the California Department of Fair Employment and Housing, and/or other appropriate agency.
- b) Refer the complaint to the local law enforcement.

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- c) Refer the matter to its legal counsel.
- d) Proceed with its notice and hearing procedures for violations of its governing documents.

If the Board finds the complaint or dispute constitutes a Neighbor to Neighbor Dispute, the parties will have to use their best efforts to resolve the matter amongst themselves, or submit their dispute to either the applicable governmental agency or dispute resolution as appropriate. If the Board finds a violation of the CC&Rs or other governing document exists which requires Association action, and Association enforcement is required under the particular circumstances, the action to be taken will follow the Association's Notice and Hearing procedures.

The Board will provide written notification of its findings within 15 days of its meeting and if any action is to be taken.

**EXHIBIT B
ALLEGED HARASSMENT REPORT**

Date: _____

2. Person Making Report

Name: _____
Address: _____
Phone No: _____

3. Time, Place and Nature of Alleged Harassment (fill in)

Date: _____ Time: _____ Location: _____

Description of Harassment: _____

4. Description of Harasser (Respondent)

Name: _____
Phone: _____
Address: _____

5. Additional Witnesses

Name: _____
Address/Phone: _____

Name: _____
Address/Phone: _____

6. Other Evidence (Photographs, Documents, Etc.) Supporting the Violation

7. Acknowledgement by Original Complainant

The person making this complaint acknowledges that he or she must appear as a witness at any formal hearing or the Board may refuse to consider the allegation of harassment, unless the harassment can be independently corroborated.

(Signature)

ELECTION RULES

**THE VILLAGE CONDOMINIUM OWNERS
ASSOCIATION**

a California nonprofit mutual benefit corporation

Adopted on April 29, 2020

Order: D6Q6KF76T
Address: 660 The Village Unit 309
Order Date: 08-03-2020
Document not for resale
HomeWiseDocs

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ELECTION RULES
THE VILLAGE CONDOMINIUM OWNERS ASSOCIATION
a California nonprofit mutual benefit corporation

These Election Rules revoke all previous election rules, and all amendments thereto, and substitute in their place these Election Rules.

ARTICLE 1: DEFINITIONS

- 1.1 “Association” means The Village Condominium Owners Association, a California nonprofit, mutual benefit corporation.
- 1.2 “Board” or “Board of Directors” means the Board of Directors of the Association.
- 1.3 “Bylaws” means the Association’s bylaws.
- 1.4 “CC&Rs” means the Association’s declaration as the term is defined in the Davis-Stirling Act.
- 1.5 “Director” means any member of the Association’s Board of Directors.
- 1.6 “Davis Stirling Act” means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code beginning with Section 4000 that governs common interest developments.
- 1.7 “Inspector of Election” means an inspector of elections as defined in the Davis-Stirling Act.
- 1.8 “Member” means a Member of the Association as defined in the Association’s CC&Rs.
- 1.9 “Separate Interest” means a separate interest as defined in the Association’s CC&Rs.

ARTICLE 2: MEMBERSHIP MEETINGS

- 2.1 Generally.
- a. *Annual Meetings.* The Association must hold an annual meeting each year to conduct any Association business requiring a membership vote. Such meetings may include Director elections, or other types of elections. The Board must set the date and hour to hold such meetings.
- b. *Special Meetings.* Special meetings may be called for any lawful purpose by any of the following: (i) President of the Association, (ii) majority of the Board, or (iii) Members constituting at least five percent (5%) of the voting power of the Association, or as required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying

the nature of the business to be transacted. The Director or officer receiving the request must promptly deliver the request to the remaining Directors.

c. *Date, Time and Location of Meetings.*

- i. *Selected by the Board.* Annual and special membership meetings will be held at a suitable location in or reasonably close to the Association.
- ii. *Selected by the Membership.* If the date, time and/or location of a membership meeting selected by petitioning Members in the manner described in is unreasonable or contrary to the governing documents and/or statutory requirements, the Board is empowered to reschedule the date, time and/or location to something reasonable, relatively close to the original date, time and location requested by the Members calling the meeting, and compliant with the governing documents and statutory requirements.

2.2 Notice Requirements.

- a. *Notice of Special Meetings Called by the Board.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Board must be given not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.
- b. *Notice of Special Meetings Called by Petition of the Members.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Members must be given by the Board within twenty (20) days after the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with these Election Rules. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days following the Board's receipt of the request. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.
- c. *Notice Contents.* The notice must specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the nature of the business to be transacted as specified by those persons calling the meeting (and that no other business may be transacted except as specified in the notice), or (ii) in the case of the annual meeting, those matters which the Board intends to present for action by the Members.
- d. *Delivery.* Notice of any membership meeting must be given as follows:

- i. *Method of Delivery.* Either personally, by electronic transmission (when consented to by the Member) or by first-class mail, charges prepaid.
- ii. *Location of Delivery.* To the Member: (a) at a primary or secondary address stated in a written notice provided by the Member to the Association pursuant to Civil Code §4041(a); or (b) if the Member fails to provide such notice, the last address provided in writing by the Member; or (c) if none of the above, the address of the Member's Separate Interest.
- iii. *Delivery Deemed Given.* Notice of a membership meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to same.

2.3 Chair of Meeting. The President of the Board must call the membership meeting to order and must chair the meeting unless the President or a majority of the Board selects another person to chair the meeting.

2.4 Quorum. The quorum requirement for membership meetings is a majority of the voting power of the Association. The Members may be represented in person or by ballot. When a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, is an act of the Members unless the vote of a greater number is required by the Association's articles, Bylaws, CC&Rs or law.

2.5 Lack of Quorum. In the absence of a quorum at the beginning of a membership meeting, no business may be transacted except to adjourn the meeting to another date and time. A majority of the Members present and entitled to vote may adjourn the meeting, if at any meeting of the Association a quorum is not present. An adjournment for lack of a Quorum must be to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was called and the Quorum for any adjourned meeting or election will be reduced to twenty-five percent (25%). If a new record date is fixed for notice or voting after the adjournment, a notice of the adjourned meeting must be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

2.6 Loss of Quorum. The Members present at a duly called membership meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the loss of quorum. The business must be approved by enough Members to constitute at least a majority of a quorum had a quorum been present.

ARTICLE 3: DIRECTORS

3.1 Number and Term of Directors. The Board will consist of five (5) Directors. The term of each Director is two (2) years and until a qualified successor is elected to fill his/her seat. Three (3) Directors are to be elected in even-numbered years and two (2) Directors are to be elected in odd-numbered years. Notwithstanding any contrary provisions of this section, in the fiscal year beginning in 2020, five (5) Directors must be elected and the three (3) Directors elected receiving the highest number of votes will serve two-year terms and the two (2) Directors elected receiving the lowest number of votes will serve one-year terms.

3.2 Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director, on the Board. The determination of whether any of these qualifications are met and, if not, whether a nominee or Director must be disqualified from running for office or serving on the Board, must be made at a properly noticed disciplinary hearing conducted at an executive session Board meeting.

- a. *Candidates Must be Members.* The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination.
- b. *Prior ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year, proof of which must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.
- c. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than sixty (60) days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:
 - i. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
 - ii. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
 - iii. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
- d. *Co-Owners Eligible for Only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-Owners concurrently seek election to the Board, only the first nomination will be effective.
- e. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with

sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

- f. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

3.3 Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

3.4 Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees are permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

3.5 One Directorship Only. No current Director may hold multiple positions on the Board. Any Director, whose term extends beyond a current election and who wishes to become a candidate for that election, must first resign his/her seat on the Board. This rule does not apply to a candidate whose term is expiring and who wishes to run for re-election.

ARTICLE 4: INSPECTOR(S) OF ELECTION

4.1 Selection.

- a. *Process.* Prior to the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one (1) or three (3) persons as Inspector(s) of Election.
- b. *Eligible Inspector(s).* The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:
 - i. **Poll Workers.** A volunteer poll worker with the County Registrar of Voters;
 - ii. **Accountants.** A licensee of the California Board of Accountancy, not under contract to the Association;
 - iii. **Notary Public.** A notary public commissioned by the California Secretary of State.

- iv. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board;
- v. Professional Inspectors. Third party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

4.2 Duties. Duties of Inspector(s) of Election include the following:

- a. *Membership*. Determine the number of memberships entitled to vote and the voting power of each.
- b. *Closing and Reopening of Polls*. Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast ballots if the polls were previously closed, all consistent with the Association's other governing documents.
- c. *Receive Ballots*. Receive all ballots. Once received by an Inspector of Election, ballots are irrevocable.
- d. *Custody*. 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 Election or at a location designated by the Inspector(s) 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. No person, including a Member of the Association or an employee of the management company, is permitted to open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or the Inspector(s) appointee(s) may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
- e. *Challenges*. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector(s) of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.
- f. *Counting Ballots*. Count and tabulate all votes. All votes must be counted and tabulated by the Inspector(s) of Election or the Inspector(s) appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their appointee(s).

- g. *Appoint Assistants.* Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspector(s) of Election deem appropriate provided that such persons are independent third parties.
- h. *Results.* Determine the tabulated results of the election.
- i. *Impartiality.* Perform all duties impartially, in good faith, to the best of the ability of the Inspector(s) of Election, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.
- j. *Miscellaneous.* Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's governing documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.

4.3 Removal. The Board has the power to remove any Inspector(s) who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

ARTICLE 5: NOMINATIONS

5.1 Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Civil Code §4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as candidates on the ballot provided (i) they meet candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.

5.2 Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.

5.3 No Write-Ins or Floor Nominations. Once nominations have been closed, no write-ins are allowed on ballots and no floor nominations can be made at the ballot counting meeting.

5.4 Uncontested Elections. In any election where the number of qualified candidates nominated exceeds the number of positions to be filled, voting for Directors must be done by secret written ballot. When, at the close of nominations, the number of qualified candidates nominated does not exceed the number of vacancies, the candidates may be declared elected,

without need for balloting, and will take their seats on the date set for the Annual membership meeting.

ARTICLE 6: BALLOTS

6.1 Voting Rights.

- a. *Number of Votes.* Each Member is entitled to one (1) vote per Separate Interest on all matters presented to the Members for a vote.
- b. *Record Date.* For Membership elections where a secret ballot is required under the law, and any other Membership election where the Board has not set a Record Date for the election, the Record Date will be the date ballots are distributed to the Membership. Only owners on title on the Record Date are entitled to vote. Persons acquiring title after the Record Date may attend the election meeting but are not entitled to vote. For any Membership election where a secret ballot is not required under the law, the Board is permitted to set a Record Date for an election no more than sixty (60) days before the date of the election meeting.
- c. *Proof of Membership.* No person or entity may exercise the rights of membership without an ownership interest in a Separate Interest subject to Association's CC&Rs. If the Board requests proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed escrow closing statement is sufficient.
- d. *No Cumulative Voting.* Cumulative voting is not permitted.
- e. *Co-Owners.* Where there is more than one owner of a Separate Interest subject to the Association's CC&Rs, all such co-Owners are Members and may attend any meeting of the Association, but only one co-Owner is entitled to exercise the vote to which the Separate Interest is entitled. Fractional votes are not permitted. In the event more than one ballot is cast for a particular Separate Interest, only the first ballot received will be opened and counted.
- f. *Presumption of Consent.* Unless the Inspector(s) of Election receive a written objection prior to the close of balloting from a co-owner, it is conclusively presumed that a voting owner acted with the consent of his or her co-owners.
- g. *Voting for Properly Nominated Candidates.* Members must vote only for those candidate(s) who have been properly nominated prior to the close of nominations.

6.2 Pre-Ballot Notice. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:

- a. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);

Order: D6Q6KF76T
Address: 850 The Village Unit 309
Order Date: 08-03-2020
Document not for resale
HomeWiseDocs

- b. The date, time and location of the ballot counting meeting; and
- c. A list of candidates to appear on the ballots.

6.3 Candidate List and Voter List. The Association must retain, as Association election materials, both a candidate registration list and a voter list. The voter list must 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.

6.4 Verification of Lists. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

6.5 Secret Ballots. All ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for returning the ballots as provided for in the Davis-Stirling Act, and must be mailed by first-class mail or delivered to every Member entitled to vote at least thirty (30) days before the initial voting deadline. Ballots seeking approval to amend or restate governing documents must be delivered to the Members with the text of the proposed amendment.

- a. *Signature*. Ballots do not require a signature. Ballots signed by Members remain valid.
- b. *Inner Envelope*. The Association will provide two envelopes. To preserve secrecy, the ballot is to be placed within an inner envelope with no identifying information. However, information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the ballot is to be placed into a second "outer" envelope containing identifying information.
- c. *Outer Envelope*. In the upper left-hand corner of the outer envelope, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector(s) of Election.
- d. *Delivery*. The outer envelope may be mailed to the address on the envelope or delivered to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.

6.6 Election Rules. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

6.7 Power of Attorney. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

6.8 Quorum by Ballot. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

ARTICLE 7: CAMPAIGNING

7.1 Access to Media.

a. *Use of Association Resources.*

- i. *Association Media.* Neither candidates nor Members may use the Association's newsletter, website, any other Association media for campaign purposes.
- ii. *Membership List.* Candidates and Members have the right to request a copy of the Association's membership list for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515. Candidates and Members also have the right to contact Members who have opted out of the membership list through the alternate means of communication permitted under Cal. Civ. Code §5220 for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to the election or as otherwise permitted by Civil Code §4515.

- b. *Exception.* If any candidate or Member is provided access to Association newsletters, website, or other Association media during an election, or given permission to post campaign material in the common area for purposes that are reasonably related to that election, equal access must be provided to all candidates and Members. The access is limited to information relating to that election and cannot exclude those candidates and Members not endorsed by the Board. The Association is not permitted to edit or redact any content from these communications but is permitted to include a statement that the candidate or Member, and not the Association, is responsible for that content. The Association and its Directors, officers, and agents are immune from liability for the content of those communications to the fullest extent provided by law.

7.2 Use of Common Area During Election Campaign.

- a. *Purpose.* Regarding any Association election, each candidate, Member, or resident is permitted to use, if available, the Association's common area at no cost for a purpose relating to Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the election.

- b. *Reservation.* Each candidate, Member, or resident, who wants to use the common area pursuant to *Civil Code* §§4515 or 5105 must make a reservation in advance of the date and time requested. Such requests to use the common area are granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate or Member is permitted to make only one (1) reservation per day to use the common area.

7.3 No Use of Association Funds for Campaign Purposes. Association funds may not be used for campaign purposes in connection with any Board election and may not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. The Association is not permitted to include the photograph or prominently feature the name of any candidate on a communication from the Association or its Board. Directors, in their capacities as Members, are permitted to advocate for the election or defeat of any issue or candidate on the ballot at their own expense and are not permitted to use Association funds for that purpose in any capacity.

7.4 Improper Electioneering.

- a. *Prohibited Activities.* In addition to any of the prohibitions under this article, candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:
 - i. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, (4) or any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;
 - ii. Attempt to solicit a vote from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - iii. Attempt to prevent a Member from casting a vote or delegating their right to vote through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - iv. Interfere with the counting or tallying of votes;
 - v. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
 - vi. Induce other Members to divert ballots away from the Inspector(s) of Election; or

- vii. Interfere with any candidate's ability to distribute authorized campaign materials.
- b. *Report Violations.* Members are encouraged to report any electioneering violations they witness to the Board or management.
- c. *Fines.* The Board is permitted to levy a fine of up to \$100 for each violation of this section.

ARTICLE 8: CANVASSING AND PETITIONING

8.1 Generally. Canvassing and petitioning the Members, the Board, and residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours of 10:00 a.m. until 7:00 p.m. However, any Member or resident who declines to be contacted on any issue, including for a purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.

8.2 Impermissible Conduct. Nothing in this section permits a Member or resident to contact another Member or resident in a manner that constitutes a breach of the Member's or resident's quiet enjoyment, or a nuisance.

ARTICLE 9: DISTRIBUTING INFORMATION

9.1 Generally. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

- a. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 10:00 a.m. and 7:00 p.m.
- b. Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
- c. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

ARTICLE 10: PETITIONS

10.1 Purpose. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.

10.2 Signatures. Only Members may sign petitions. Signatures by persons not on title are invalid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.

10.3 Invalidity of Signatures. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below 5% of total voting power of the membership.

10.4 Setting the Date. The date of the special meeting for a recall must be set in the manner provided for in these Election Rules above and the law.

10.5 Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

ARTICLE 11: POST-ELECTION RESULTS

11.1 Breaking a Tie. In the event of a tie leaving the outcome of the election unresolved, the following will apply:

- a. The Inspector(s) of Election, and any appointee(s), will immediately conduct a recount of the ballots. If there is a charge, the Association will bear the expense. Members may observe the recount under the same conditions as the original ballot counting.
- b. Following the immediate recount, if the tie remains, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only candidates who tied for the seat will be in the runoff.
- c. In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector(s) of Election.

11.2 Results of an Election. The tabulated results of the election must be announced immediately after all the ballots have been counted. The tabulated results of the election must be promptly reported to the Board of Directors and must be recorded in the minutes of the next Board meeting. Within fifteen (15) days of the election, the Board must publicize the tabulated results of the election in a communication directed to all Members.

11.3 Status of the Election Materials after Election. 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 Election or at a location designated by the Inspector(s) 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. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

11.4 Election Recount. Election recounts, other than the automatic recount following a tie leaving the outcome of an election unresolved, will be conducted as follows:

- a. Any Member of the Association may demand a recount of the ballots provided (i) demand is made in writing to the Inspector(s) of Election within five (5) days after the election results have been announced, and (ii) the Member pays in advance for the estimated cost of the recount which estimate will be provided by the Inspector(s) of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.
- b. The recount must be commenced no less than seven (7) days following the request for the recount and must be done by or under the supervision of the Inspector(s) of Election. If any Inspector of Election declines to perform the recount, the Board may appoint a replacement Inspector of Election, using the criteria specified in these rules and the replacement Inspector will assume custody of the ballots.
- c. Any recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector(s) of Election and under the supervision of the Inspector(s). The results of the recount must be reported to the Board of Directors and must be recorded in the minutes of the next Board meeting and reported to the membership.

The Village Condominiums Owners' Association, Inc.

May 7, 2020

To All Members
The Village Condominium Owners Association

Re: New Election Rules Adopted

Dear Homeowner:

At an Open Meeting on April 29, 2020, the Village Condominium Owner's Association Board of Directors, after reviewing written comments, unanimously voted to adopt the Election Rules.

A copy of the new Election Rules will be posted on the Association's website and portal at:

[https://caliber.cloud/CaliberWeb2_HorizonMgmt#/.](https://caliber.cloud/CaliberWeb2_HorizonMgmt#/)

Thank you
The Village Condominium Owner's Association
Board of Directors

The Village Condominium Owners Association

CONFIDENTIAL

HOMEOWNER CONTACT INFORMATION

Please update your current information and return this form to Horizon Management.

Purchase Date (if known): _____ Account Number: _____

HOMEOWNER INFORMATION:

Property Address: _____ The Village # _____ Redondo Beach, CA 90277
Legal Owner(s): _____
Mailing Address: _____
City/State/ZIP: _____
Telephone: _____ Work Phone: _____ Cell Phone: _____
Email: _____
Full-Time Residents*: _____
Alarm Company Telephone: _____

TENANT INFORMATION: If not owner occupied, please provide Tenant Information on page 2.

EMERGENCY CONTACT INFORMATION:

Contact #1: _____ Email: _____
Telephone: _____ Cell Phone: _____
Contact #2: _____ Email: _____
Telephone: _____ Cell Phone: _____

PET INFORMATION:

Pet description (breed, color, height and weight): _____
Only one pet allowed, 15" maximum height measured from shoulder to ground.

PARKING INFORMATION:

Make/Model: _____ Color: _____ Year: _____ License #: _____
Make/Model: _____ Color: _____ Year: _____ License #: _____
Parking Space #1: _____ Bldg: _____ Level: _____ Space #: _____
Parking Space #2: _____ Bldg: _____ Level: _____ Space #: _____

COMMON AREA KEY INFORMATION:

Building Keys: Quantity: _____ IDs: _____
Ocean Club Pool: Quantity: _____ IDs: _____
Village Pool: Quantity: _____ IDs: _____

PLEASE ENTER "YES" OR "NO" BELOW:

- Yes I have received and reviewed the Rules & Regulations.
Yes I have received and reviewed the CC&R's, Bylaws and Articles of Incorporation.
Yes I understand that all tenants are to abide by the Rules & Regulations, CC&R's, Bylaws and Articles of Incorporation, and acknowledge that I have provided those documents to them.

Owner Signature: _____ Date: _____

NOTE: If within ten (10) days of move-in this form has not been returned to Horizon Management a NON-REFUNDABLE surcharge (late penalty fee) of \$50.00 will be levied against the homeowner.

* - List the names of all people living full-time at the Property Address. This is required for access to common areas such as the barbecue, pool, dog walk, and Ocean Club.

The Village Condominium Owners Association

CONFIDENTIAL

TENANT CONTACT INFORMATION

Please update your current information and return this form to Horizon Management.

Actual Move-In Date: _____ Planned Move-Out Date: _____

TENANT INFORMATION:

Property Address: _____ The Village # _____ Redondo Beach, CA 90277
Legal Owner(s): _____
Tenant(s): _____
Telephone: _____ Work Phone: _____ Cell Phone: _____
Email: _____
Full-Time Residents*: _____
Alarm Company Telephone: _____

EMERGENCY CONTACT INFORMATION:

Contact #1: _____ Email: _____
Telephone: _____ Cell Phone: _____
Contact #2: _____ Email: _____
Telephone: _____ Cell Phone: _____

PET INFORMATION:

Pet description (breed, color, height and weight): _____
Only one pet allowed, 15" maximum height measured from shoulder to ground.

PARKING INFORMATION:

Make/Model: _____ Color: _____ Year: _____ License #: _____
Make/Model: _____ Color: _____ Year: _____ License #: _____
Parking Space #1: Bldg: _____ Level: _____ Space #: _____
Parking Space #2: Bldg: _____ Level: _____ Space #: _____

COMMON AREA KEY INFORMATION:

Building Keys: Quantity: _____ IDs: _____
Ocean Club Pool: Quantity: _____ IDs: _____
Village Pool: Quantity: _____ IDs: _____

PLEASE ENTER "YES" OR "NO" BELOW:

- Yes I have received and reviewed the Rules & Regulations.
Yes I have received and reviewed the CC&R's, Bylaws and Articles of Incorporation.
Yes I understand that all tenants are to abide by the Rules & Regulations, CC&R's, Bylaws and Articles of Incorporation.

Tenant Signature: _____ Date: _____

NOTE: If within ten (10) days of move-in this form has not been returned to Horizon Management a NON-REFUNDABLE surcharge (late penalty fee) of \$50.00 will be levied against the homeowner.

* - List the names of all people living full-time at the Property Address. This is required for access to common areas such as the barbecue, pool, dog walk, and Ocean Club.