

SAN LUIS BAY MOBILE ESTATES, INC.

Restated Rules & Regulations

Table of Contents

	Page
Introduction	1
I. Useful Information	2
II. Permanent Residency.....	3
III. Temporary Residency	3
IV. Property Sale/Purchase and Transfer of Governing Documents	5
V. Community Standards.....	5
VI. Property Easements	6
VII. Quiet and Safe Enjoyment.....	7
VIII. Pets and Animals	7
IX. Community Recreational Facilities	8
X. Trash/Recycling Containers, Storage and Pickup.....	9
XI. Lease/Rental of Unit.....	10
XI. Home Based Businesses	11
XII. Public Sales and Advertising.....	11
XIII. Vehicle Speed Limit	12
XIV. Vehicle Parking	12
XV. Vehicle Registration and Operator Age Requirements	13
XVI. Contractors/Workers.....	14
XVII. Architecture and Landscape	14
XVIII. Violation of Law	19
XIX. Exemption Procedure	19
XX. Enforcement.....	19
XXI. San Luis Bay Mobile Estates Fines Procedure	19
XXII. Election Rules	20
XXIII. Severability of Provisions	30

INTRODUCTION

These rules have been established to serve as practical guidelines for enjoying San Luis Bay Mobile Estates without infringing upon the rights and common benefits of all owners. Living in a common interest community requires a unique consideration for neighbors due to the close proximity in which everyone lives. To maintain the quality of the community, observance of these rules and regulations is the responsibility of each owner, resident, tenant and guest. The enforcement of these rules, as well as the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Bylaws, will ensure uniformity within the community and help to maintain property values. Homeowners are responsible and liable to the Association for all actions of members of their household, tenants, house-sitters and guests within the Community.

Residents are asked to be considerate of those living near to them and to keep noise levels as low as possible. Nothing that disrupts the tranquility of the San Luis Bay Mobile Estates or interferes with the quiet enjoyment of other residents shall be permitted.

The Rules and Regulations are issued by the Board of Directors, as authorized by the CC&Rs. All homeowners have been given copies of the CC&Rs and Bylaws of San Luis Bay Mobile Estates. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these rules carefully and be sure your family, guests and tenants understand the rules fully. This is an overview of the most commonly referred to rules and does not exempt any homeowner from the obligation to comply with all the governing documents of San Luis Bay Mobile Estates. Every attempt has been made to be as thorough as possible, however if a circumstance should arise that is not addressed in these Rules and Regulations, the Board of Directors will make the determination as to applying the intent of the governing documents to the specific situation. If there are any questions, or if you do not have copies of the Association's governing documents, please contact the community manager.

I. USEFUL INFORMATION

- A. The Community is located in the County of San Luis Obispo and is not part of any municipality. County involvement in the Community is limited to basic land use permits and easements, property tax collection, fire protection, law enforcement, health and safety issues and animal control. As a CA manufactured home park, all physical aspects of our community are under the jurisdiction of the California Department of Housing and Community Development (HCD).
- B. The community consists of one hundred sixty-two lots on 55.591 acres and approximately 33 acres of undeveloped land for a total of approximately 88 acres. Our Community is one of several residential communities located within the boundaries of San Luis Bay Estates (SLBE). All homeowners of San Luis Bay Mobile Estates (SLBME) are also members of San Luis Bay Estates Homeowners Association, Inc. (commonly referred to as the Master Association).
- C. Gate access to the residential communities of San Luis Bay Estates is controlled by resident and guest policies administered by the elected Board of Directors of the San Luis Bay Estates (the Master Association). Only homeowners who are residents, their tenants or house sitters may request gate personnel to issue gate passes to others for Community access.
- D. Our Community is a senior citizen community as defined by CA Civil Code and the Federal Housing Amendment Act of 1988.
- E. The Community is managed by a resident-elected Board of Directors of San Luis Bay Mobile Estates (SLBME) Inc. (the "Association") a CA non-profit mutual benefit corporation operating in accordance with Articles of Incorporation filed with the CA Secretary of State, file No. 1572253, January 31, 1991.
- F. Assessments are delinquent if not paid within fifteen (15) days after they become due on the first day of each month. If delinquent, the Board of Directors may recover reasonable costs incurred in collection; including attorney's fees, a late charge not exceeding ten percent (10%) of the delinquent assessment and interest not exceeding twelve percent (12%) per annum, commencing thirty (30) days after the assessment is first due.
- G. The community electrical distribution system is a part of the Community common-use-area owned by each homeowner as tenant-in-common. The cost of each homeowner's electricity is included as a separate line item in the monthly assessment statement.
- H. The natural gas, water, sewer, telephone and TV utilities are owned by the companies providing the service. Homeowners are charged directly for these services by the companies supplying the services.
- I. Home ownership and owner's rights are controlled by governing documents of the San Luis Bay Mobile Estates Home Owners Association (the Association) and the San Luis Bay Estates Home Owners Association (the Master Association), including declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation (Articles), corporation Bylaws (Bylaws), and Rules and Regulations (R&Rs). The provisions of the governing documents of both organizations are enforceable in a court of law.

- J. The Association Board of Directors has the duty and responsibility for uniform enforcement of the provisions of the Association governing documents. The Community Manager is the authorized representative and agent of the Association Board of Directors for answering questions concerning the community and enforcement of provisions of the governing documents.
- K. A report of violation of governing documents must be in writing, signed, and except for emergencies, addressed and sent by US mail to the Association Board of Directors, or presented personally to the Community Manager during normal office hours at the Community Office.
 - 1. A separate report should be made for each violation. Written reports will be responded to within a reasonable time by the Association Board of Directors as to progress or resolution.

II. PERMANENT RESIDENCY

- A. To protect the senior citizen status of the community, all households must have at least one (1) member of the household who is fifty-five (55) years of age or older to be a “qualified resident.” No member of the household may be less than forty-five (45) years of age.
- B. Prospective homeowners will meet with the Community Manager to receive governing documents, helpful information and to supply information prior to the completion of the sale.

III. TEMPORARY RESIDENCY

A. TENANTS

- 1. Our Community was developed primarily for homeowner residency. Homeowners wishing to lease their property will notify the Community Manager and complete an application for tenant(s) prior to the proposed tenant occupancy. A copy of the signed rental or lease agreement will be attached to the application.
- 2. At least one member of the household must be 55 years old. No member of the household may be less than forty-five (45) years of age.

B. HOUSESITTERS

- 1. A resident homeowner may utilize a house-sitter, for a pre-specified amount of time, to occupy the home for the purpose of maintaining and caring for the home while the resident is away from the Community.
- 2. Homeowners will notify the Community Manager and complete a form stating the house sitter has read and agrees to abide by the rules of the association. The form will include the dates the house sitter will be in occupancy and contact information for the house sitter.

3. A house-sitter must be at least eighteen (18) years of age.

C. GUESTS

1. A guest is a person(s) who visits a Community home, while the “Qualifying Resident” is also in actual occupancy of the unit, for a period not more than sixty (60) total days in any one calendar year.
2. Only resident homeowners, members of their household or their house-sitters, or their tenants may invite guests into the Community.
3. Resident hosts are responsible for actions of their guests.

D. STUDENT

1. A student is a child or grandchild of a qualifying resident who is enrolled and attending a local university, college or vocational school and resides with the qualifying resident and at least eighteen (18) years of age.
2. Upon the permanent relocation or death of the Qualifying Resident, the student shall vacate the property within sixty (60) days.

E. PERMITTED HEALTH CARE RESIDENT

1. A “permitted health care resident” or caregiver is a person hired to provide live-in, long-term care to a Qualifying resident as provided for in Article III, Section 3.10.A(6) of the CC&Rs.
2. A caregiver may continue to reside, occupy or use the residence in the absence of the resident from the unit only if both of the following apply:
 - a) The resident became absent due to hospitalization or medical treatment and will return within ninety (90) days from the date the absence began; and
 - b) A written request is submitted to the Board of Directors stating the resident wishes the caregiver be allowed to remain in the unit in order to be present when the resident returns to home.
3. Upon the death of a Qualifying Resident, the caregiver shall not be permitted to continue occupancy, residency, or use of the Unit.
4. A caregiver must be at least eighteen (18) years of age.

IV. PROPERTY SALE/PURCHASE AND TRANSFER OF GOVERNING DOCUMENTS

- A. All applicable *SLBME* governing documents, required by law, shall be transferred by the seller to the prospective buyers (CA Civil Code, Davis-Stirling Common Interest Development Act)
- B. A Corporate ownership is not permitted.
- C. Since these homes are not speculative properties, ownership of more than one (1) unit is not allowed.
 - 1. Reasonable consideration of time will be given to sell a home after purchasing a new home within San Luis Bay Mobile Estates.
- D. The Board may recover reasonable costs associated with administrative services requested by and for the specific benefit of an individual homeowner. These services may include, but are not limited to provisions of the following: complete documentation package and liaison with realtors and escrow companies relating to property title transfer, potential new purchasers and/or tenants, and the replacement of lost or misplaced Governing Documents. The provision of appropriate professional services required to facilitate certain new construction projects within the Park in accordance with the Community Rules and Regulations, (see current “Neighborhood Compatibility and Architectural Guidelines” document).

V. COMMUNITY STANDARDS

- A. Storage areas which are visible from the street or from other homes shall be enclosed or screened from view. Items stored in carports that are visible from the street or other homes should be stored in a neat and orderly manner.
 - 1. Garage doors and storage building doors shall be kept closed except when entering, exiting or when in use.

Homeowners are responsible for the maintenance of the exterior of their home, associated buildings and lot landscaping. This includes prompt correction of any defect or noncompliance identified by the HCD Inspector, the Board of Directors, the Architecture & Landscape Committee or the Community Manager.

 - a) In the event that any homeowner’s manufactured home lot, including landscaping and improvements, is not maintained, the Association Board of Directors may notify, by US mail or personally, that he or she is in violation of the Community Standards. Failure to comply may result in disciplinary action by the Board of Directors as set forth in the CC&Rs.
 - 2. Exterior lighting installed and operated on the homeowner’s property will not be allowed to become objectionable to other residents or to create a traffic hazard.

3. Appliances and Tools
 - a) Appliances such as washing machines, clothes dryers, refrigerators, freezer and motorized shop tools shall be kept inside enclosed areas such as homes, garages and storage buildings.
 - b) Operation of appliances or tools will not be allowed to become a noise nuisance to other residents.
 - c) Outdoor laundering and drying of clothes is not permitted.
 - d) External water evaporation coolers are not permitted.
 - e) The installation of an air conditioner requires prior approval by the A&L Committee.
 - (1) Air conditioners will not be allowed to become a noise nuisance to other residents.
4. Each homeowner is responsible for attractively screening the home's utility connections from view of anyone on the street. Care will be taken by the homeowner to ensure that the screening will not interfere with utility maintenance, meter reading or accessibility in case of an emergency.
5. Homeowners may make minor emergency vehicle repairs in a timely manner in their carport or garage provided no nuisance is created that becomes an annoyance to other homeowners or their guests. No major repair or reconditioning of any vehicle is permitted.
6. Holiday decorations (duration)
 - a) Any holiday decorations, including holiday lights displayed outside a homeowner's residence, may be displayed 30 days prior to the event, but may not exceed more than 30 days after the event. This includes temporary exterior wiring for lights which are attached to the home and extension cords that must be removed after the holiday.

VI. PROPERTY EASEMENTS

- A. There are easements for telephone lines, electrical wires, sewer, and natural gas pipes; water drains; wires for cable TV throughout the Community. The utility pipes, wires and water drains under each homeowner's lot are in the common-use area of the Community.
 1. The Community Manager must be consulted to determine the location of underground utilities and water drains prior to digging anywhere in the Community.
 2. A drawing of the locations of these easements is available in the Community office

- B. No building, landscaping or other activity will be permitted on any homeowner's lot that may damage or interfere with the installation, maintenance, or use of utilities or which may change or obstruct proper water drainage.
- C. Representatives of the Association and the utility companies holding easements have the right (with proper notice, except in case of an emergency) to enter the homeowner's lot for the installation, maintenance or repair of utilities and water drains.

VII. QUIET AND SAFE ENJOYMENT

- A. Noisy, offensive or unsafe activities that are an annoyance or danger to other homeowners, tenants, house-sitters, guests are prohibited.
 - 1. Quiet time within the community is between the hours of 9:00 p.m. and 8:00 a.m.
 - a) Use of power equipment, power tools, lawnmowers, blowers, etc., by homeowners and/or contractors, is restricted to the hours between 8:00 a.m. and 5:30 p.m., Monday thru Friday, and 8:00 a.m. thru 4 p.m. on Saturdays.
 - b) There shall be no use of power equipment, power tools, lawnmowers, blowers, etc. on Sundays or holidays.
 - 2. The use of firecrackers, fireworks, explosives and firearms of any kind is prohibited anywhere within the Community.
 - 3. Homeowners, tenants, house-sitters, guests and contractor/workers within the Community will maintain non-offensive sound levels of musical instruments, radios, televisions or other electronic devices
 - 4. Storage of gasoline or other hazardous substances is permitted on homeowner's property only if the storage location and type of container are in compliance with the County Fire Department guidelines and ordinances.
 - 5. Persons found in the community who are not members of a resident homeowner's household, house-sitter, tenant or guest shall be required to leave the community.

VIII. PETS AND ANIMALS

- A. The only acceptable household pets are domesticated birds, aquatic or other small animals kept in an aquarium or cage inside the home, and dogs and cats.
 - 1. The number of dogs and cats is limited to a maximum combination of two (2) per household.
 - 2. Farm animals and poultry, including any domestic fowl, are not acceptable pets in the Community.

B. Responsibilities of pet ownership:

1. Homeowners are responsible for the behavior of their pets and pets brought into the Community by their guests, tenants, house-sitters, employees or contractors/workers performing work on their property.
2. Homeowners will ensure that no animal or bird is bred or raised for any commercial purpose within the Community. Homeowners will ensure that no animals, except “exempt dogs” for the disabled, are brought into the pool area or clubhouse at any time. Homeowners are responsible for their pet(s) having current and appropriate inoculations and tags.
3. Dogs and/or cats shall not be permitted to roam at large (free) in the park. (California Code of Regulations, Title 25, Chapter 2, Section 1114(a)).
4. Dogs and/or cats shall be kept on a leash at all times when in the common areas.
5. Dogs and/or cats shall not be left tied or in a fenced area outside a home during the hours between sunset and sunrise or at any time when the home is not occupied.
6. All cats and dogs must be registered at the Community Office.
 - a) County Animal Control will be called when an unidentified animal is found loose in the Community.
7. Homeowners are responsible for removal and disposal of their pet’s feces from their lots and the common-use area to prevent a Community nuisance or public health hazard.

IX. COMMUNITY RECREATIONAL FACILITIES

A. Community Clubhouse

1. The community clubhouse is for social occasions and the general use and enjoyment of residents.
2. Guests under the age of eighteen (18) must be accompanied by the resident host while in the clubhouse.
3. Charitable and/or political (non-profit) use of the clubhouse is permissible.
4. Commercial (for profit) functions are prohibited unless specifically approved by the Board of Directors.
5. Any resident may reserve the clubhouse for a private function. Applications for reservations are available in the office and must be approved by the Board of Directors or the Community Manager.

B. Community Pool Area

1. The community pool area is for the enjoyment of resident homeowners, tenants, guests of residents, house-sitters and care-givers.
2. Guests may use the pool area with the permission of a resident and only when the resident is actually in residence.
3. It is the responsibility of residents to ensure that their guests are familiar with and follow all the rules for the pool area at all times.
4. The pool is open from 8:00 a.m. to 9:00 p.m. daily.
5. Children (under the age of 18) must be accompanied by an adult at all times. Children's hours are 11:30 a.m. to 3:00 p.m. daily.
6. Residents and guests must sign in upon entering the pool area.
7. No lifeguard on duty, swim at your own risk.
8. No diving, pushing, shoving or running.
9. Glass containers, food and/or alcohol are not permitted in the pool, sauna or Jacuzzi areas.
10. Bathing suits are the only acceptable swimming wear.
11. Shower before using pool or Jacuzzi.
12. Only children over 8 years of age may use the Jacuzzi and must be supervised by an adult at all times.
13. No smoking allowed in the pool area. This includes, but is not limited to, the pool, spa, deck, walkways, dressing/shower/sauna rooms and spa enclosure.

X. TRASH/RECYCLING CONTAINERS, STORAGE AND PICKUP

- A. All trash will be put in plastic bags, placed in covered receptacles and kept on the homeowner's property out of sight from the street or other homes until day of pickup.
- B. Trash, recycling and green waste containers are to be removed from the street the day of pickup and stored out of sight on owner's property.

XI. LEASE/RENTAL OF UNIT

- A. Our community was developed primarily for homeowner residency. Notwithstanding law or the CC&Rs a unit may be leased/rented in accordance with the following:
1. Any lease, rental agreement or contract may only be for single family residential use;
 2. A unit may only be leased/rented in its entirety. There shall be no sub-letting of a unit;
 3. Minimum length of a lease/rental is thirty (30) days. No unit may be leased/rented for less than thirty (30) days;
 4. At least one member of the household must be fifty-five (55) years of age or older. Minimum age of other tenants in the unit must be forty-five (45) years of age. Proof of age is required;
 5. Homeowner must ensure the Association office is notified and lessor/renter is approved prior to onset of lease/rental;
 6. Any lease/rental agreement or contract shall be in writing and a copy of the lease/rental agreement or contract shall be supplied to the Association office;
 7. Any lease/rental agreement or contract shall require the tenant to supply the office with complete contact information together with information specifically identifying any vehicle(s) tenant may intend to use and/or park at the property by make, model and license plate number prior to occupancy;
 8. Homeowner shall require lessor/renter to maintain renter's insurance and shall provide proof of such insurance to the Association prior to start date of lease/rental agreement or contract;
 9. Homeowner shall provide tenant with current copy of all governing documents and shall be responsible for compliance by tenant with all provisions of the governing documents;
 10. Any delegated rights of use and enjoyment are subject to suspension and no such delegation shall relieve the homeowner from liability to the Association or to other owners;
 11. During any time the home is leased/rented, the homeowner shall not be entitled to the use and/or enjoyment of the common area or common facilities as long as the home is leased/rented; and,
 12. Prospective tenant must agree in writing to abide by all governing documents during the length of any lease/rental agreement or contract prior to occupancy.

XII. HOME BASED BUSINESSES

- A. Our Community is first and foremost a residential community. A homeowner's manufactured home may be used as a combined residence and executive or professional office by the resident homeowner so long as such use is in compliance with all government regulations, Association governing documents and provisions of this document.
- B. Homeowners, tenants or house-sitters shall not engage in any type of business activity which becomes a nuisance or causes the loss of quiet enjoyment by any resident, tenant, house-sitter or guest.
- C. Residents conducting a home based business are responsible and liable to the Association for the conduct of their clients, customers and/or employees at all times.
- D. Business activities having a negative impact on parking within the community will not be permitted.
- E. Business activities involving dangerous products or materials which have the potential to cause a risk to residents and/or guests will not be allowed.
- F. Commercial business signs will not be permitted on any property or building other than for the sale of a residence.

XIII. PUBLIC SALES AND ADVERTISING

- A. Public sales of any kind are not permitted outdoors anywhere in the Community. However, the Association Board of Directors may sponsor periodic community-wide sales.
- B. Promotion of products, services or causes without prior approval of the board of directors is prohibited.
- C. The use of 'in-park mail boxes' located adjacent to the Clubhouse on Firehouse Canyon Road, for nonresident advertising or promotion of a cause outside of the Community is prohibited, except for political campaign or other political literature.
- D. A bulletin board is provided in the Clubhouse for the posting of advertising brochures and business cards.

XIV. VEHICLE SPEED LIMIT

- A. The maximum vehicle speed limit is fifteen (15) miles per hour on all SLBME Community streets. The safe vehicle speed limit may be considerably less depending on conditions. Special care must be taken because our streets are used by resident and guests for walking and golf carts.
- B. Vehicle operators will comply with all traffic signs.

XV. VEHICLE PARKING

- A. It is each homeowner's responsibility to ensure that all members of their household, guests, tenants, house-sitters and contractors/workers park correctly and safely when visiting in the Community or performing work on homeowner's property.
- B. Our Community streets are narrow and vary in width from twenty (20) to thirty (30) feet. CA Code of Regulations, Title 25, specifies that streets must be a minimum of forty (40) feet wide in order to park on both sides. For safety reasons it further prohibits parking (even on one side) on streets less than thirty-two (32) feet in width. Consequently, overnight parking is prohibited on all community streets and subject to towing without notice.
 - 1. Our streets must be kept clear to ensure that emergency vehicles will have prompt and adequate access to all areas of the Community at any time. This is especially true of "No Outlet" streets. Not only must emergency vehicles be able to get to the location of an emergency, they must be able to turn around and exit promptly.
 - 2. Vehicles of any kind may stop temporarily, as close to the curb as possible on Community streets for loading/unloading of passengers or cargo. Special care must be taken not to stop opposite another vehicle, to block driveways, or stop near blind corners. Vehicles stopping for loading or unloading will not be left unattended to ensure they can be moved promptly in case of an emergency.
 - a) Tow vehicles for all trailers should remain connected at all times while temporarily stopped for loading or unloading in order to ensure quick clearance of the street in case of an emergency.

- C. Parking on homeowner's property
 - 1. Homeowners' vehicles are limited to the number that can be safely parked in their garage/carport, driveway or other designated parking area. Parking of automobiles anywhere else on homeowner's lot is prohibited.
 - a) Construction of a new parking space on a homeowner's lot requires prior written approval by the A&L Committee
- D. Households that have more regularly used vehicles than can be legally parked on the resident's lot may be temporarily assigned a specific space in the fenced parking area between the Clubhouse and Lupine Canyon Road by the Community Manager. These spaces are for overflow parking and not to be considered storage areas for unused vehicles. Permission to park in these spaces is normally limited to passenger cars, vans and pick-up trucks.
 - 1. In special circumstances, recreational vehicles may also be temporarily parked for up to seventy-two (72) hours, not more than two (2) times in any thirty (30) day period.
 - a) No electric, water, or other hook-ups will be permitted.
 - b) No occupancy of these vehicles is allowed.
- E. To ensure that adequate parking will be available to Community guests, guest parking areas are primarily for guests.
- F. When visitor's vehicles cannot be accommodated in approved nearby parking areas, the resident will make arrangements for guests to park in other guest parking spaces or the lower clubhouse parking lot and to provide shuttle service if necessary.
- G. The pool parking area and the clubhouse parking lots are intended for use by residents and/or their guests while using these facilities.

XVI. VEHICLE REGISTRATION AND OPERATOR AGE REQUIREMENTS

- A. Motorized off-road trail bikes, dune buggies, other motorized unlicensed vehicles, rollerblades and skateboards are not permitted. Motorcycles, mopeds and golf carts may be used as long as they meet San Luis Obispo County Operational Noise Standard, (paragraph 22.06.040 of County Use Ordinance J9200881). A copy is on file in the Community Manager's office.
- B. All vehicles are to be currently licensed and registered with DMV. All licensed vehicles are to display valid SLBE windshield stickers or gatehouse passes at all times. Golf carts are the exception to this rule. Additional exceptions may be made by the Board of Directors on a case by case basis.
- C. Persons must be at least sixteen (16) years of age to operate golf carts on Community streets. Residents are responsible for anyone driving or riding in their golf carts.

XVII. CONTRACTORS/WORKERS

- A. All construction activity is restricted to the hours between 8:00 a.m. and 5:30 p.m., Monday thru Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays.
- B. There shall be no construction activity on Sundays or holidays.
- C. The only exception to the above would be in case of an emergency repair.

XVIII. ARCHITECTURE AND LANDSCAPE

- A. The Architecture and Landscape Committee (A&LC) is authorized under Article VII of the CC&Rs. The A&LC shall have the authority to approve, reject, modify, give conditional approval and limited approvals of improvements and alterations as provided for in these guidelines.
- B. Review and approval by the A&LC of any proposals, plans or other submittals pertaining to improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements. It is the sole responsibility of the owner to research, apply for and obtain appropriate permits as required by California Department of Housing and Community Development (HCD). For information on regulations, requirements and forms to download go to [Http://www.hcd.ca.gov/codes/mp/OnlineForms.html](http://www.hcd.ca.gov/codes/mp/OnlineForms.html).
- C. Application and Approval Process
 - 1. Owners planning a new dwelling, addition to or changes to an existing dwelling or other improvements to their property, including but not limited to installation and/or maintaining of any building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, awning, carport, carport cover, major landscaping, including planting and/or removal of any trees, or improvement or structure of any kind are required to submit an application, available at the Association office, for such work to the office for review by the A&LC at its next regularly scheduled meeting.
 - 2. In the case of major work, such as a new dwelling or addition to an existing dwelling, the owners are encouraged to submit an application for a preliminary approval to have a concept of the project approved prior to high expenditures for plans, permits, materials, etc. A preliminary application shall include enough details that the A&LC can understand the scope of the proposal. It shall include a plot plan showing existing structures, floor plans of the changes and all exterior elevations. A preliminary approval shall be good for a period of 90 days, unless an extension is approved by the A&LC.

3. The application for final approval of major work shall include 6 sets of plans, including specifications, a plot plan showing elevations at property corners, floor elevations of the proposed structure(s) and finish ground elevations at building corners, structural details, elevations of the structure(s), color samples and a preliminary landscaping plan. The plans shall also show dimensions of structural footprints including patios, walks, landscaping and hardscaping, fences and locations of neighboring structures if within 5' of the property line and a construction schedule.
4. No work shall commence until final approval has been obtained from the A&LC and proof of an approved state permit for projects requiring a state permit.
5. Any changes and/or alterations made to the final A&LC approved design for the project during construction must be submitted to and approved by the A&LC prior to any work commencing which would incorporate said changes and /or alterations.
6. A final landscape plan showing plants and plant names shall be submitted for approval within 21 days of occupancy.
7. In the case of a new home or a major remodel, two deposits totaling \$3,750 shall be required. A major remodel is defined as any remodel that changes the footprint of the existing home or requires the removal of any portion of an exterior wall. All deposit funds expended shall be validated by invoice and any funds remaining after project completion shall be refunded to the homeowner within 60 days of completion.
 - a) A deposit of \$1,250 (Development Deposit), payable to SLBME, shall accompany the initial application. The A&LC may obtain the services of a licensed professional as a consultant to ensure that the work complies with the A&LC rules and regulations before and during construction.
 - b) A deposit of \$2,500 (Completion Deposit), payable to SLBME, shall be submitted once the homeowner has received final project approval and prior to beginning the project. In the event of substantial non-performance or non-completion, the SLBME Board reserves the right to complete said project at homeowner's expense, utilizing part or all of the deposit. If additional funds become necessary, they shall become the responsibility of the homeowner.
8. It is recognized that the A&LC's determination to approve or disapprove a project will be somewhat subjective. The committee members shall act reasonably and in good faith. Factors considered in reviewing the proposal may include use of materials, quality of workmanship, the harmony of exterior design, colors and landscaping with that of the existing neighborhoods and location of the proposed structure(s) with surrounding structures.
9. An applicant who is dissatisfied with the determination of the A&LC may, within 30 days, submit a written request to the full Board of Directors to seek reconsideration. The Board shall hear this request at its next regular meeting.

10. The existence of previously used design or materials within the community shall not guarantee approval of a submitted application.
11. Any application that is not approved/disapproved within 30 days of the date of receipt of such application shall be deemed approved.
12. During the course of construction and within a period of 60 days after completion, members of the A&LC or their representatives have the right to inspect the jobsite to determine that the work is proceeding in accordance with the approval. Any issues of non-compliance will be reported to the owner and the Board of Directors, in writing, within 30 days of its discovery. The owner shall be given 30 days thereafter to correct such deficiencies. If non-compliance issues noted are not corrected within 30 days, the Board of Directors may take such action as it feels appropriate.

D. LOT COVERAGE

1. Lot coverage is that area covered from the ground to the sky by the residence and ancillary structures and shall not exceed 75% of the total lot area.
2. Lot coverage shall include the residential unit, garage and/or carport, patios, sidewalks, storage buildings, overhangs, exterior parking slabs, driveways, stairways, porches, ramps, awnings and decks.

E. YARD SETBACKS

1. Front setback shall be a minimum of 18" from the existing edge of the street and shall allow for landscaping.
2. Side yard setbacks shall be measured at right angles to the property line and shall be a minimum of 5' from the exterior wall of the structure to the property line and a minimum of 6', eave to eave, from any neighboring structure.
3. A storage building not exceeding 120 square feet may be placed within the 5' minimum setback if made of non-combustible material.
4. Front and rear yard setbacks vary within the community. The A&LC may take into consideration the average setback of lots within the immediate vicinity of the subject property.

F. EXTERIOR BUILDING MATERIALS

1. Exterior walls shall be of cement board siding (Hardiboard, Cemplank or similar)
2. Roofing material shall be of asphalt or fiberglass shingles having a 20 year or better warranty.
3. Other exterior materials shall comply with the California State Wilderness Urban Interface (WUI) regulations.

G. EXTERIOR COLORS

1. All colors must be approved by the A&LC and shall be earth tones of soft or muted shades.
2. Homes not currently conforming shall conform when repainted.

H. HEIGHT

1. No structure may exceed 16' above finished ground level, except in the case of an under story room on a downhill slope.

I. ROOF PITCH

1. All structures shall have a roof pitch of between 2¹/₂ & 12 and 4 & 12.

J. ROOF EAVES

1. Eaves are required and shall be a minimum of 12" exclusive of rain gutters, measured horizontally from the wall lines, including gable end.

K. GUTTERS AND DOWNSPOUTS

1. All roofs must have gutters and downspouts.
2. Drainage from downspouts shall terminate in non-corrosive devices leading underground and must open to the surface of the street or connect to a french drain.

L. UTILITIES

1. SLBME makes no warranties and accepts no responsibility as to suitability of existing utilities for a proposed project.
2. Homeowners should identify the status of utilities early in the planning stages.
3. Park employees, free of charge, will provide assistance with the identification and location of existing services for an initial 60 minutes of their involvement.
4. Licensed professionals must perform the installation and/or relocation of utilities on private sites at homeowner's expense and with the approval of SLBME management or maintenance staff.

M. DECKS AND DECK COVERS

1. Structural exhibits endorsed by an engineer shall accompany applications for decks elevated more than 6' above grade.
2. Decks cannot be attached to mobile home unit.
3. The underside of decks over 4' above grade shall be screened with material in compliance with CA State WUI regulations. Landscaping beyond the perimeter of the deck may be planted so as to provide screening of the underside of the deck.
4. Deck covers must be approved by A&LC.
5. Corrugated metal or fiberglass material is not allowed.

N. FENCES

1. Fences in front yards must be approved by the A&LC. Setback and landscaping requirements will be determined by the A&LC. Setbacks and landscaping requirements will be determined according to location on an individual basis.
2. Fences in side and rear yards shall not exceed 6' in height, unless the A&LC approves extenuating circumstances.
3. Fences along the long side of a corner lot shall be set back from the street edge a minimum of 12" and shall be landscaped.

O. LANDSCAPING

1. Sufficient space for landscaping is to be provided for at street front and all other areas visible to the community and compatible with the neighborhood and the community as a whole. Attractive landscaping is an integral part of any major proposed re-development or property improvement.
2. A preliminary landscape plan shall be presented for the A&LC's approval as part of a total proposed re-development plan.
3. A final landscape plan indicating type and placement of plants shall be presented prior to receiving final approval for the project.

P. PARKING

1. Permanent parking for a minimum of 1 car and a maximum of 3 cars shall be provided for either in a garage or carport or side yard. Cars may be parked in tandem.

Q. HOURS OF CONSTRUCTION

1. Site work shall be limited to 8:00 a.m. to 5:30 p.m., Mondays through Fridays.

2. Site work shall be limited to 8:00 a.m. to 4:00 p.m. on Saturdays.
3. There shall be no site work on Sundays or holidays.

XIX. VIOLATION OF LAW

- A. The violation of any Federal law, State Code or County Ordinance by anyone while within the Community is a violation of the governing documents of the Association.

XX. EXEMPTION PROCEDURE

- A. Homeowners may seek relief from any provisions of the Association governing documents by submitting a written request addressed to the Association Board of Directors and presented to the Community Manager during normal office hours.
 1. Exemptions will be granted by the Association Board of Directors only in the following circumstances:
 - a) Temporary emergency situations, where the exemption will not cause substantial harm or disturbance to the Community or its residents.

XXI. ENFORCEMENT

- A. Monetary penalties (fines) may be imposed on Community homeowners by the Association Board of Directors for violations of provisions of the Association governing documents in accordance with procedures in CA Civil Code, Davis-Stirling Common Interest Development Act.

XXII. SAN LUIS BAY MOBILE ESTATES FINES PROCEDURE

- A. Rules Enforcement/Fine Procedure
 1. Owners shall be liable for all actions and/or omissions of any person authorized by the Owner to be in the Community.
 2. Violations of the governing documents may be reported to the Board of Directors or Manager in writing or by email and signed by the complainant. The complainant must be a member of the Association. Every effort will be made to maintain confidentiality. Phone complaints or anonymous written complaints will not be considered.
 3. Upon receipt of the complaint the Board of Directors or the Manager, at the Board's direction, must verify the complaint via photograph or other documentation.

4. If the alleged violation is not corrected by the homeowner(s), the Board of Directors shall issue, by either personal delivery or first class mail, a second “notice of violation” notifying the homeowner(s) a minimum of fifteen (15) days prior to the date, time and location of the next scheduled meeting of the Board of Directors where the alleged violation will be an agenda item for consideration. This “notice of violation” will detail the nature of the alleged violation of which a homeowner(s) may be fined and a statement that the homeowner(s) has a right to attend the meeting and address the Board of Directors to present a defense. At this meeting the Board of Directors may make a decision concerning the imposition of a fine on the homeowner (s).
 5. If the Board of Directors decides to impose a fine on the homeowner, written notification shall be issued by either personal delivery or first class mail, within ten (10) days of the decision. The imposed fine may be added to the homeowner’s next monthly assessment bill for payment.
- B. A fine will be imposed when the Board of Directors determines that such an action is reasonable and necessary to enforce any provisions of the CC&Rs, the Bylaws and Rules and Regulations.
1. 1st violation notice - 10 days to respond or correct
 - a) A written warning (if considered a minor violation)
 - b) A written hearing date (if considered a major violation by the Board of Directors)
 2. 2nd continuing violation notice - maximum 10 days to comply
 - a) \$1,000.00 fine for non-compliance
 3. Subsequent violation
 - a) \$250.00 fine per day until violation is corrected.
 4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board of Directors may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

XXIII. ELECTION RULES

A. Secret Ballot Elections

1. For all elections requiring a vote of the Membership, including, without limitation, elections regarding assessments, amending governing documents, and granting exclusive use to the common area, the requirements set forth below shall apply, unless the requirements of Civil Code §5100 supersede these requirements.

2. The association shall hold an election for a seat on the board of directors in accordance with the procedures set forth in this article at the end of the corresponding director's term and at least once every 4 years.

B. Election By Acclamation

1. Notwithstanding the secret balloting requirement or any contrary provision in the governing documents, when, as of the deadline for submitting nominations, the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the inspector(s) of election, the Association may consider the qualified candidates elected by acclamation if all of the following conditions have been met:
 - a) The Association has held a regular election for the directors in the last three (3) years. The three-year period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election;
 - b) The Association provided individual notice of the election and the procedure for nominating candidates as follows:
 - (1) Initial notice at least ninety (90) days prior to the deadline for submitting nominations which shall include:
 - (a) The number of board positions that will be filled at the election;
 - (b) The deadline for submitting nominations;
 - (c) The manner in which nominations can be submitted;
 - (d) A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
 - (2) A reminder notice between seven (7) and thirty (30) days before the deadline for submitting nominations which shall include all of the following:
 - (a) The number of board positions that will be filled at the election;
 - (b) The deadline for submitting nominations;
 - (c) The manner in which nominations can be submitted;
 - (d) A list of the names of all of the qualified candidates to fill the board positions as of the date of the reminder notice;

- (e) A statement reminding members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- c) The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication acknowledging the nomination the member who submitted the nomination;
- d) The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication to the nominee, indicating either of the following:
 - (1) The nominee is a qualified candidate for the board of directors.
 - (2) The nominee is not a qualified candidate for the board of directors, the basis for the disqualification, and the procedure, which shall comply with Article 2 (commencing with §5900) of Chapter 10 of the Civil Code, by which the nominee may appeal the disqualification.
 - (3) The Association may combine the written or electronic communication described in items (1) and (2) into a single written or electronic communication if the nominee and the nominator are the same person.
- e) The Association permits all candidates to run if nominate, except for nominees disqualified for running as allowed or required pursuant to subdivisions (b) and (e), inclusive, of §5105 of the Civil Code;
- f) The Association board votes to consider the qualified candidates elected by acclamation at a meeting pursuant to Article 2 (commencing with §4900) of the Civil Code for which the agenda item reflects the name of each qualified candidate that will be seated by acclamation if the item is approved.

C. DIRECTOR ELECTIONS

1. The qualifications of candidates for the Board of Directors (hereinafter referred to as the “Board”) are as follows:
 - a) Titled owner within the Association;
 - b) Does not have joint ownership with current board member or any nominee; or,
 - c) Does not have any past criminal conviction that would prevent the Association from purchasing fidelity bond coverage or terminate the Association’s existing fidelity bond coverage.
 - d) Does not have any past due assessments nor special assessments.

2. The term of office for a director is 2 years

D. NOMINATIONS

1. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination.
2. Nominations will be closed prior to the required general notice of election and will not be reopened. Write-in candidates will be allowed on the secret ballots.

E. CAMPAIGNING

1. Campaign Funding

- a) Association funds shall not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall 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.

- (1) For the purpose of this section “campaign purposes” include, but are not limited, to the following.:

- i. Expressly advocating the election or defeat of any candidate that is on the association election ballot.
- ii. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials, within thirty (30) days of an election, provided that this is not a campaign purpose if the communication is one which requires that equal access be provided to another candidate or advocate.

2. Board Election Campaigning

- a) If more people are nominated for the Board than can be elected, the election must allow all nominees a reasonable opportunity to solicit votes and all Members a reasonable opportunity to choose among the nominees. A nominee must have a reasonable opportunity to communicate to the Members the nominee’s qualifications and the reason for the nominee’s candidacy.

3. Campaign Materials

- a) The Board may not edit nor redact content from campaign materials or communications. However, the Board may include a statement specifying that the author, and not the Association is responsible for the content.

- b) The nominee on whose behalf campaign material is published may be liable for statements they make and shall indemnify and hold the Association, its agents, officers, directors, and employees and each of them harmless from the demands, costs, including reasonable legal fees and expenses, claims, damages and cause of action arising out of such material or any such mailing or publication.

4. Campaign Equal Access

- a) If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to the election, the Association shall provide equal access to all candidates and Members advocating a point of view.

5. Meeting Space

- a) The Board shall ensure access to the Association's clubhouse during a campaign, at no cost, to all candidates and to all Members advocating a point of view for purposes reasonably related to the election.

F. INSPECTORS OF ELECTION

1. The Board shall select either 1 or 3 inspector(s) early enough in the election process so that ballots can be mailed to the inspectors or to a location designated by the inspector(s).
2. Candidates for inspectors of an election may include the following:
 - a) A member of the Association who is not a member of the Board, or a candidate for the Board, or related to a member of the Board, or related to a candidate for the Board;
 - b) A volunteer poll worker with the county registrar of voters;
 - c) A licensee of the California Board of Accountancy; or
 - d) A notary public.
3. The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons are independent third parties.
4. Inspector(s) of elections must perform their duties impartially, in good faith to the best of their abilities, and as expeditiously as practical. The inspector(s) of elections shall:
 - a) Determine the number of Memberships entitled to vote and the voting power of each Membership;
 - b) Receive and hold ballots;

- c) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - d) Determine when the polls close, consistent with the governing documents;
 - e) Count and tabulate all votes;
 - f) Determine the tabulated results of the election;
 - g) Perform such acts as may be proper to conduct the election with fairness.
5. The Board shall, at the time inspector(s) of elections is (are) appointed, verify that the Associate policy of insurance covers the action of the appointed inspector(s) of elections, or alternatively, if the Association appoints third party inspector (s), the Board shall ensure such third party inspector(s) provide their own Errors and Omissions policy of insurance covering the Association as an additional insured.

G. SECRET BALLOT PROCEDURE

1. Notwithstanding any other law or provision of the Governing Documents, all matters subject to a Membership vote must be voted by secret ballot including, but not limited to the following:
 - a) Special Assessments over 5%, or regular assessments over 20% increase of current monthly assessment (except emergency assessments).
 - b) Election of Directors
 - c) Amendments to the Governing Documents.
 - d) Grant of Exclusive Use of Common Area Property.
2. The Association shall provide general notice of all of the following at least thirty (30) days prior to the distribution of ballots;
 - a) The date and time by which, and the physical address where, ballots are to be returned by mail or delivered in person as designated by the inspector(s) of election;
 - b) The date, time and location of the meeting at which ballots will be counted; and,
 - c) The list of all candidates' names that will appear on the ballot.
3. Ballots shall specify the nature of the matter to be voted upon, how and when the ballot must be returned to the inspector(s) of election, the minimum quorum requirements, if applicable, and the number of votes required to approve the matter.

4. Ballots and two preaddressed envelopes must be mailed by first-class mail or delivered to every Member not less than 30 days prior to the deadline for voting. To preserve voter confidentiality, there must be no signature line, identifying name, address, lot, parcel, or unit number on the ballot. The ballot itself shall not be signed, but is inserted into an inner envelope that is sealed. This inner envelope is sealed and inserted into a second outer return envelope that is sealed and pre-addressed to the inspector(s) of the election. The return envelope may be mailed or delivered by hand to a location specified by the inspector(s) of election. Members may request a receipt for delivery. All ballots, including those delivered at a meeting, must be placed in the two sealed envelopes.
5. In the upper left corner of the return envelope, the owner shall print and sign his/her name, print his/her address and lot/parcel/unit number of the property qualifying the owner to vote. (The owner may use a mailing label instead of printing the required information; however, the envelope must be signed).
6. Write-Ins will be accepted on ballots.
7. Ballots must remain in a secure place and unopened until the official vote-counting meeting. Prior to counting, sealed ballots at all times must be in the custody of the inspector(s) of election or at a location designated by the inspector(s). No person, including a Member of the Association or an employee of the Association, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Association office will be designated as the "Ballot Collector" and ballots will be addressed to the inspector(s) of the election, c/o the Association. The Association office will be designated as the location for custody and storage of the ballots until delivered to the inspector(s) at the meeting for opening and tabulation.
8. Once received by the inspector(s) of election or their designee, a written ballot is irrevocable.

H. Quorum of the Members

1. The Association's Governing Documents require the majority of the Members present at the meeting for counting ballots to constitute a quorum, except as to matters which require a higher percentage under the Common Interest Development Act or the Governing Documents.
2. Each ballot received by the inspector(s) of election shall be treated as a Member present at the meeting for the purpose of establishing a quorum.

I. VOTING

1. A voter list will be made available to the membership no less than thirty (30) days prior to the distribution of the ballots. Errors or omissions to this list shall be reported to the inspector(s) of election. The inspector(s) of election may designate the Association office for this purpose. Corrections shall be made within two (2) business days of being notified of error or omission. A voter list shall include the following:
 - a) Name of each voter;
 - b) Voting power of each;
 - c) Physical address of separate interest (unit); and,
 - d) Mailing address for separate interest (unit).
2. Voting power of the membership is limited to one vote per owned unit within the Association.
3. Only Members in “good standing” shall be entitled to vote. “Good standing” means a Member is current in the payment of all regular and special assessments levied against the Member’s Condominium(s) and not be subject to any suspension of voting privileges as a result of any disciplinary proceeding. A Member’s “good standing” shall be determined as of the record date established in accordance with the Restated Bylaws,
4. The voting period shall be set by the Association and specified on the ballots.
5. The number of votes necessary to approve the various matters as set forth in the Governing Documents.
 - a) Bylaws may be amended or repealed by the affirmative vote, or assent by written ballot, of a majority of the Voting Power of the Association.
 - b) CC&Rs may be amended or revoked by the vote or assent of a majority (51%) of all Owners, in person at a meeting or by written ballot as is required by the CC&Rs.
6. Cumulative voting is prohibited.

J. ELECTION RESULTS

1. All votes must be counted by the inspector(s) of election in public at a properly noticed open Membership meeting or Board meeting. Any candidate or other Member of the Association may witness the counting and tabulation of votes. No person, including a member of the association, manager of the association or an employee of the association shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector of elections, or the designee of the inspector(s) of election, must verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the inspector(s) of election, it shall be irrevocable.
2. The results of the election must be promptly reported to the Board and then recorded in the minutes of the next meeting of the Board and be made available to review by the Membership. Within 15 days of the election the Board must publicize the results to all Members.

K. Timeline

1. No less than 90 days prior to the deadline for submitting nominations the association shall provide initial notice of the election.
2. At the January regular monthly Board of Directors meeting the Board should set the record dates for the election process which should include:
 - a) Appointment of inspector(s) of election at February Board of Directors meeting;
 - b) Distribution of Self Nomination forms no less than 105 days prior to election;
 - c) Availability of voter list to the membership to review for errors and/or omissions no less than 90 days prior to election;
 - d) Deadline for submission of the Self Nomination form no less than 75 days prior to election;
 - e) Distribution of general notice of election to membership no less than 60 days prior to election;
 - f) Distribution of ballot no less than 30 days prior to election;
 - g) Date of election.

L. Retention of Ballots

1. Inspector(s) of election shall designate location for retention of election materials. The Association office shall be used for this purpose.
2. Inspection materials include, but is not limited to, the following:

- a) Candidate registration list.
 - b) Voter list, which shall include:
 - (1) Name of membership voter;
 - (2) Voting power of each membership;
 - (3) Physical address of voter's separate interest; and,
 - (4) Mailing address for voter's separate interest.
 - c) Tabulated ballots.
3. Election material shall be stored for a period of no less than one (1) year after the date of election.

M. Inspection of Ballots

- 1. In the event of a recount or other challenge to the election process, the inspector(s) of election must, upon written request, make the ballots available for inspection and review by Association Members or their authorized representatives, provided the ballots do not bear any marking that would identify who cast the ballot. If the ballots were not secret (cast prior to July 1, 2006), neither Directors nor Members have the right to personally inspect them. Any recount must be conducted in a manner that preserves the confidentiality of the vote.

N. Contesting an Election

- 1. An action challenging the validity of any election, or the appointment or removal of a director or directors must be commenced within nine months after the election, appointment, or removal. If no such action is commenced, in the absence of fraud, any election, appointment or removal of a director is conclusively presumed valid.

O. Who May Challenge

- 1. Any director or Member or any person who had the right to vote in the election may challenge the election. Upon the filing of the complaint, and before any further proceedings are had, the court shall enter an order fixing a date for the hearing which, shall be within 5 days unless for good cause shown a later date is fixed.

The preceding election policy and procedure is adopted in accordance with the procedures prescribed by Civil Code §5100 et seq. and shall apply to all elections requiring the vote of the Membership of San Luis Bay Mobile Estates, Inc. Once adopted these election rules may not be changed within 90 days of any election.

XXIV. SEVERABILITY OF PROVISIONS

- A. The provisions contained in this document are independent and separate and if in the future any Federal Law, State Law or County Ordinance invalidates any provision of this document, then that law, code or ordinance becomes effective and does not affect the validity of the remaining provisions of this document.