



FUERTE KNOLLS OWNERS' ASSOCIATION RULES & REGULATIONS

UPDATED AUGUST 2025

FUERTE KNOLLS OWNERS' ASSOCIATION RULES

These rules were developed by your Rules Committee and were adopted by your Board of Directors on May 6, 1987. The purpose of these rules is to implement the CC&Rs and provide a safe, pleasant, high-quality community. Residents (owners

and tenants) are expected to comply with the terms, spirit and intent of these regulatory provisions.

I. SECURITY

- A. A neighborhood watch program may be coordinated with the Sheriff's Department, Community Services Division. It is an evening program, about 1 ½ to 2 hours in length. Call the Sheriff's Department non-emergency number at 858-565-5200.
- B. The Security gate at the entrance is for the security of all of us, please do not give the gate code out to anyone. When letting someone in the gate, be sure you know who the visitor is. Do not hesitate to call the Sheriff if you believe an unauthorized person follows you through the gate.

C. SOLICITORS

To enhance security and avoid annoyance to the residents, no solicitation, canvassing or any other type of door-to-door contact will be allowed without the written permission of the Board of Directors. Resident children taking part in an organized fund-raiser for a non-profit organization are exempt from this section.

D. CAMERA POLICY

See Addendum "A" (**Adopted 2/7/2019**)

II. PARKING

- A. Except for deliveries and contractors while work is being performed, no commercial vehicle of any type shall be parked on the street. No trailer, camper(cab-over), motor home, vehicle over one-ton rated capacity, boat, inoperative or "unsightly" motor vehicle or similar equipment shall be permitted, unless placed within a garage or substantially concealed from street level view in a side yard. RV's will be permitted to be parked in the driveway or on the street for a limited period, not to exceed 48 hours, to pack or unpack.
- B. No vehicle shall be parked on the street for more than 72 hours. Residents have to be able to park at least one car in the garage and vehicles must be parked in garages and in driveways before parking on the street. No parking on the street, if to do so obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard. Garages are

for parking and shall not be used for living, recreational, card rooms, businesses or other purposes. **(Adopted 7/1/2021)**

- C. Whenever possible, residents shall park their vehicles in the garage or in the driveway.

- D. **MOTORIZED VEHICLE RULE**

All motorized vehicles and vehicle operators must meet California Vehicle Code Standards, except those vehicles that cannot exceed 10 MPH. **(Adopted 6/13/2005)** Golf carts, dune buggies, ATV's, are prohibited.

- E. **SAFETY**

All residents and their guests shall observe the posted speed limit within the community. Residents are responsible for the actions of their guests and shall advise them of the speed limit. Due to the increased vehicular traffic at the gate, and to provide a safety corridor, there shall be no recreational activities allowed on Sundale Road between the gate and Fuerte Valley Drive. No freestanding recreational apparatus shall be placed on Sundale Road between the gate and West curb line of Fuerte Estates, or, on Fuerte Valley Drive. **(Adopted 7/9/2001)**

PLEASE BE CONSIDERATE OF YOUR NEIGHBORS!

- F. **CALIFORNIA VEHICLE CODE**

All California Vehicle Codes (CVC) apply and will be enforced in Fuerte Knolls.

III. MAINTENANCE

- A. **RESIDENTIAL PROPERTY**

Each owner shall maintain and repair the exterior of his/her home including, but not limited to, the walls, windows, class, fixtures and appurtenances thereto in a clean, sanitary and attractive condition.

- B. **STREETS**

Since all streets are private and must be cleaned and maintained by the association each resident is responsible for clean-up of materials spilled on the streets by themselves or their contractors.

- C. **FRONT YARD LANDSCAPING**

The front yard landscaping must be maintained in an attractive condition. Weeds shall be removed promptly and lawns shall be watered

and cut regularly. After the close of escrow for the sale of a lot, or any homeowner that redesigns their front yard, must submit an architectural request form. Front yard landscaping must be completed within 90 days.

D. DRIVEWAYS

For additional parking, driveways can be expanded using concrete or pavers on the garage side only (with approved architectural request from HOA). No other parking will be allowed in the front yard.

E. VEHICLE REPAIR

No major mechanical maintenance, overhaul, etc., of any vehicle may be performed in driveway, on the street or in common areas.

- F. All equipment, garbage cans and other containers shall be kept screened and concealed from view from neighboring lots, streets and the common area. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate on any lot or on the adjacent common area. Oil pans, plastic tubs, cardboard, pieces of carpet, or other items, are not allowed in driveways or streets.

IV. PETS

- A. All owners must comply with county laws and regulations licenses, shots, etc. with respect to control and health of pets. County of San Diego leash laws are in effect within the boundaries of Fuerte Knolls.

- B. When dogs are on the owner's property they must be fenced in, on a leash, or under the owner's visual control.

When dogs are off the owner's property a dog's owner or custodian or a person who has control of a dog shall prevent the dog from being at large ("At Large" means: Being on private property without the permission of the owner or person who has the right to possess or use the property.) A dog's owner or custodian or a person having control of a dog shall keep the dog leashed or tethered. **(Adopted 2015)**

- C. Any waste deposited on lawns, common areas, or the property of another must be promptly removed by the owner of the animal or person having control of a dog.
- D. Owners are to take all reasonable steps to prevent nuisance barking of their dogs.

- E. Pet owners, whether residents or guest, are liable for damages or injury caused by their pets in the development.

V. NOISE

- A. Radios, record players, televisions and the like are to be played at a volume so as not to be annoying to neighbors.
- B. Off road vehicles (motorcycles, dune buggies, etc.) and other noisy vehicles may not be driven within the development.

VI. PARKS & OTHER COMMON AREAS

- A. Only residents and their guests may use these facilities. All guests must be accompanied by a resident.
- B. The facilities are not to be used prior to 7:00 a.m. or after 10:00 p.m. except for functions approved by or sponsored by the Board of Directors.
- C. No individual or group may use any of the common area facilities for an activity where a fee to participate will be charged, without prior written approval of the Board of Directors.
- D. Persons or groups using the common area are to clean up after use and insure there is no refuse, debris, or litter left from their use.
- E. Everyone (including children) must keep off the banks to avoid damage to the ground cover.
- F. Except for eyeglasses, glass of any kind, including bottles, is prohibited in any common area, unless authorized by the Board.
- G. No motorized vehicles may be driven anywhere in the development except on the paved surface streets.
- H. No owner shall make any alteration or improvement to the common area or remove any planting, structure or other object there from without the written consent of the Board of Directors.
- I. The HOA will only manage rodent control in the green parks and at the front entrance.
- J. When the HOA Board makes repairs or replacements, the repairs and/or replacements must be as good as the quality that was there, or better.

- K. Home owners are not to contact HOA vendors or contractors. If there is a concern, or need to report an issue, contact a Board member or the property management company.

VII. ARCHITECTURAL CONTROL PROCEDURES

- A. Article 8 of the Fuerte Knolls Owners' Association CC&Rs provides that "no building, fence, patio covers, wall or other structure or improvement shall be commenced, erected, placed or altered upon a lot until the location and complete plans and specifications showing the nature, kind, shape, height and materials, including color scheme, have been submitted to and approved in writing as to harmony of external design and location of surrounding structures and topography by the Board of Directors of the Association, or by an Architectural committee appointed by the Board of Directors and composed of five (5) representatives.
- B. To implement this requirement, the Board has established an Architectural Committee to receive, review, process and recommend approval or rejection of these requests. Every request for architectural change must be approved or disapproved within 30 calendar days from the date received by a member of the committee. Any request for architectural change not approved or disapproved within the 30-day time limitation, will be deemed approved, provided that any structure or improvement so erected or altered, conform to all of the conditions and restrictions herein contained, and is in harmony with similar structures erected within the properties. Disapproved requests may be appealed to the Board, in writing, within 10 days of the date of disapproval. Said written appeal shall be delivered, personally or by first class mail, to an elected member of the Board of Directors of the Association. The board will act upon the appeal at their next scheduled meeting.
- C. It is the intent of the Board of Directors and the Architectural Committee to make reviews and approval as promptly and as easily as possible, with the goal of protecting our mutual investment and making our community as pleasant as possible.

To expedite processing of these requests, a form "Request for Architectural Change" has been developed. This form may be requested

from and returned to any member of the Architectural Committee for processing.

D. While it is the desire of the Board and the Architectural Committee to promptly and fairly process all requests, please be aware that the following are specifically prohibited by the CC&Rs:

1. Color change, unless approved on request **(Adopted 7/1/2021)**, includes stucco or trim. Only after color has been submitted to and approved in writing by the Board of Directors of the Association or by an Architectural committee. Owners shall paint the trim or the stucco all the same color. **(Adopted 7/1/2021)** Color change of homes must be neutral, maintain a common look, and be consistent with existing homes, to preserve aesthetic harmony of the community. All trim must be painted at the same time and same color. The same applies to the siding and stucco.
2. Color change, windows. All windows must match (all same color), either by replacing or painting. Owner's must submit an Architectural Request form, and have approved in writing by the Board of Directors of the Association or by an Architectural committee. **(Adopted 7/1/2021)**
3. Mailboxes. Must meet USPS Mailbox Guidelines. Posts, standard steel, aluminum, wood, brick, stone or rock to match existing home accents. Mailboxes, black, bronze or white. Owner's must submit an Architectural Request form, and have approved in writing by the Board of Directors of the Association or by an Architectural committee. **(Adopted 7/1/2021)** No mailbox or mailbox post shall be permitted to fall in disrepair.
4. Security Doors/Security Bars on Windows. Heavy-Duty Security doors on the front doors are not permitted. Any existing ones that fall in disrepair must be removed when they need to be replaced, or the house is sold. Security Bars on windows are not permitted. Magnetic Screen Mesh screens for outer doors are not permitted, coverings on garage are not permitted. Invisible Screen doors with magnetic closer for front doors are permitted. "With approved architectural application"
5. Front Yard Structure. No building, patio cover or other structure shall be erected or placed upon the front of a residence. **(Adopted 7/1/2021)**

6. Remote control drones and aircraft. In order to ensure the privacy and safety of the homeowner's and property, remote control drones or similar aircraft with or without video or camera devices are not permitted to be operated within the community without specific prior Board Approval as to date(s), times, locations and prior notification of affected homeowners at the expense of the requestor. **(Adopted 7/1/2021)**
7. Figurines, statues, water structures are not permitted in the front yard without the approval of the Architectural Committee and the Board of Directors.
8. Changes that will result in multi-family dwellings. Exception, ADU's and JADU's. (Civil Code 4751).
9. Commercial use of property.
10. No structure of a temporary character; trailer, basement, tent, batting cage, shack, barn, or other out-building, above ground pool (with the exception of small inflatable/plastic kiddie pool), may be erected or placed upon a Lot with the exception of up to two (2) utility sheds. No more than two utility sheds may be erected behind owner's fence and only after location and specifications have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural committee. Storage shed/utility shed means an accessory structure up to 10x10 or 100 square ft., used for storage purposes, tools and equipment on a residential platted parcel designed for yard and personal items and not used for human occupancy. A storage shed/utility shed typically features a standard-size single door with high walls that are between six and seven feet high. Sheds should be installed in a manner as to ensure no visual impact from the street and/or other Lots is observed. Owners may not permit their shed to fall into despair. If a shed falls into despair, the Owner shall immediately remove or repair it. Failure to do so may result in fines as well as special assessments.
11. No exterior radio or TV antenna shall be erected, maintained or permitted on any lot.

Satellite Dish Installation may be installed without written approval of the Architectural Committee provided the guidelines within this section are followed.

A dish may not exceed one (1) meter in diameter and must be installed on the owner's property. Whenever possible, a dish should be installed in such a manner as to minimize the visual impact from the street and/or other lots. A satellite dish more than one meter in diameter is prohibited.

No more than one dish may be installed within each Lot.

A dish should never be installed in such a manner that would result in the physical dish being higher than the tallest peak of the roof.

A dish may not be installed on the chimney, fence, or front face of any property.

All dish installations must occur within the Lot's fenced area. Any satellite dish must be secured so they do not jeopardize the soundness or safety of any structure or person, including damage from high winds. To prevent electrical and fire damage, a dish must be properly grounded.

Owners may not permit their satellite dish and related components to fall into despair or to become a safety hazard. Owners shall be responsible for all maintenance and repairs associated with their satellite dish. If a satellite dish becomes detached, falls into despair, or becomes a safety hazard, the Owner shall immediately remove or repair it. Failure to do so may result in fines as well as special assessments for all expenses incurred by the Association including any administrative and legal expenses arising out of or related to the satellite dish. In the event the dish and cables are removed, the surface areas must be repaired, waterproofed and returned to their original or better condition.

Owners will be asked to relocate a dish to an alternate location if the dish is placed in any unauthorized area. Owners will be held responsible for repairing any and all damage made to the Common Areas by improper installation. **(Adopted 1/6/14)**

- 12.No grading shall take place that will create a drainage problem for the lot of another homeowner or any common area.

13. All clotheslines, refuse containers, or woodpiles shall be prohibited upon any lot, unless obscured from view of adjacent lots, common areas and streets by a fence or appropriate screen approved by the Architectural committee.

14. Outdoor Lighting, Motion sensor security lights are permitted. Patio lights and pathway lights are permitted. Permanent string lights, security, patio and pathway lightening can be white or clear bulbs. Permanent string lights need to be completely concealed and cannot shine directly into a neighbor's home. No 2nd story lights allowed. An Architectural request must be submitted and approved by the Board before permanent outdoor lights are installed. **(Adopted 8/13/2025)**

15. Christmas, holiday lights/decorations must be removed no later than January 15th. Any decorations for other holidays and events must be removed one week after the holiday of event.

16. Political signs, posters, flags or banners are permitted on or in an owner's lot. However, they are not permitted in the common areas. No more than two can be displayed, on a lot. They can not be displayed more than 45 days before an election and must be removed within 7 days after the election. Signs can be made of paper, cardboard, cloth, plastic or fabric. Prohibited, signs made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces, and signs or posters more than nine square feet in size or flags or banners that are more than 15 square feet in size. In addition, signs, posters and flags displaying obscenity or fighting words are restricted.

16. Garage sales, yard sales, estate sales, auctions or similar events are prohibited.

17. Basketball hoops/poles must be maintained and not allowed to fall in disrepair.

18. Fans shall be prohibited upon any lot, unless obscured from the street.

E. FENCING

The height limitation, per building code is 6 feet. This height reduces to 42 inches in front of the garage and must not extend beyond 35 feet

from the center of the street on corner lots. Materials; wood, chain link, vinyl, and simple/plain wrought iron are allowed.

Chain link or wire fences will be natural metal, black, green vinyl covered wire. No plastic, aluminum, fiberglass or other type of insert is permitted.

F. PATIO COVERS, GAZEBO'S and AWNINGS

1. Rough sawn materials (wood).

2. No canvas, traditional fiberglass or aluminum horizontal or vertical materials are permitted; however, modern Aluma Wood or similar products may be permitted with Architectural and/or Board approval. Homeowners shall submit an Architectural Request form for consideration prior to installation of said products” **(Adopted 7/1/2021)**

3. No canvas awnings permitted. **(Adopted 7/1/2021)**

G. GARAGE'S

No garage may be modified or converted so as to prohibit its use as a two-car garage. Exception, JADU's (Civil code 4751). **(Adopted 7/1/2021)**

H. BUILDING PERMITS

Building permits are generally required by the County of San Diego for walls, fencing, patio covers, etc. The Architectural Committee will not be responsible for policing or ruling on building permits.

I. SOLAR PANELS

Should be located on the owner's property in a location with a goal of protecting our mutual investment and making our community as pleasant as possible. Whenever possible, solar panels should be installed in such a manner as to minimize the visual impact from the street. Owners may not permit their solar panels and related components to fall into despair or to become a safety hazard. Owners shall be responsible for all maintenance and repairs associated with their solar panels that have been installed. If a solar panel becomes detached, falls into despair, or becomes a safety hazard, the Owner shall immediately remove or repair it. Failure to do so may result in fines as well as special assessments for all expenses incurred by the Association including any administrative and legal expenses arising

out of or related to the solar panels. In the event the panels are removed, the surface areas must be repaired, waterproofed and returned to their original or better condition. **(Adopted 11/6/14)**

J. FRONT DOORS

Front doors may be of finished natural wood, painted to match the trim on the house or painted one of the approved door accent colors. Only every third house can be painted the same color. Homeowners shall submit an Architectural Request form for consideration prior to painting. **(Adopted 11/2016)**

VIII. ASSOCIATION FEES

Any owner that is delinquent in paying association fees will be treated as follows:

- A. Owners' Association fees are due on the 1st and if not paid by the 10th are delinquent for that month.
- B. A dated notice will be mailed at the time the homeowner is 15 days late and a 10% late fee will be assessed. **(Adopted 5/7/ 2015)**
- C. After 60 days of delinquency, if the account is not brought current, the owner and the owner's lending institution will be advised that on the 90th day of delinquency a lien will be placed on the property, including the Association fees due, the late assessment (Addendum "B") and the cost of placing the lien. If said delinquent Association fees are not brought current after 120 days of delinquency further legal action, up to and including foreclosure will be instituted.
- D. If the Association fees are delinquent for more than 60 days, the owner loses the right to vote on any topic under consideration by the homeowners and the use of common areas.

IX. RESPONSIBILITY FOR DAMAGES

Owners are responsible for damages to any Association property and will be expected to fully reimburse the Association for all expenses incurred for the restoration or replacement. Owners are responsible for the actions of their children, guest, tenants, tenant's children and tenant's guests (including salespersons, contractors, etc.).

X. RULES VIOLATIONS

See Addendum “B” **(Adopted 2025)**

XI. FINES

A. A failure or refusal to pay the fines levied for violation of any of the foregoing provisions could result in a lawsuit. Expenses incurred will be the responsibility of the owner for all unpaid amounts, costs of collection, attorney’s fees, Notary Public fees, administrative costs, filing fees, other legal fees and interest at the rate of ten percent (10%) per annum.

B. All owners against whom a fine is levied for violation of any of the foregoing provisions will have the opportunity to discuss such fine and the reason therefore with the Board of Directors at a regularly scheduled board meeting.

C. If the Board and the violating member are not in agreement after the hearing, then the member shall have the opportunity to request IDR.

D. If the Board and the violating member are in agreement following the hearing, the Board is required to draft a written resolution signed by both the Board and the violating member.

XII. LEASING

Dwellings shall be for single residence only (no transient purposes) providing that: the lease relates to the entire lot, the lease is in writing and includes the terms of the lease, and that the lease is subject to the CC&Rs, Bylaws and the Rules & Regulations. The lessee shall not have any voting rights in the Association. Owners are required to register the tenants and give a copy of the lease to the Homeowners’ Association (HOA) through the management company, before the tenants move in. Owners shall relinquish rights to the use of the Common Area when their dwelling is rented. Owners shall ensure that tenants have a copy of the CC&Rs, Bylaws and the Rules & Regulations prior to moving in. Owners are financially responsible for the acts of their tenants.
(Adopted 10/2018)

XII. ELECTIONS

See Addendum “C” **(Adopted 4/1/2021)**

XIV. ACCESSORY DWELLING UNITS

AB670 became effective on January 1, 2020.

This newest bill expands ADU provisions to Planned Developments and adds section 4751 to the California Civil Code.

The bill allows one (1) accessory dwelling unit per lot. An “accessory dwelling unit” is a second separate living unit on a lot. It can either be detached or contained within the walls of the house on the lot. The ADU shall not exceed fifty percent (50%) of the existing primary dwelling area, up to 1,200 square feet in size. To be considered an ADU it must include separate cooking, sleeping, and bathroom facilities.

A “junior accessory dwelling unit” may be up to 500 square feet and must have an outside entrance and separate cooking facilities, but may share bathroom facilities with the main house on the lot.

The ADU may not be sold or otherwise conveyed separately from the primary residence.

An ADU has to conform to the overall aesthetics of the community, the design of the new ADU or Junior-ADU, has to match the single-family residence. The stucco and trim have to be the same color, the roof the same material and color.

All JADU garage conversions shall retain existing garage doors in non-operational condition in order to retain the community design atmosphere.

Plans and an architectural application for the construction of the ADU or Junior-ADU must be submitted to the board of directors and approval be granted, before any such construction work commences.

Failure to obtain the necessary approval from the Board of Directors of the Association, or failure to complete ADU in conformity with the plans and specifications approved by the Board, may require modifications at the homeowner's expense.

An ADU may also have parking requirements. An owner must create additional parking on their lot. All existing parking requirements on properties remain valid and will be enforced.

All required construction permits are mandatory, and the work be performed only by a licensed contractor carrying appropriate insurance coverage.

Upon completion of the building of the ADU, the owner shall submit a written notice of completion to the Board of Directors. Any member or agent of the Board of Directors may, within thirty (30) days thereafter, upon reasonable notice and at a reasonable hour, enter and inspect the subject property as to the completion of the ADU.

The Board of Directors may require additional professional services by the homeowner or have the plans reviewed at the homeowner's expense, if necessary, in order to fully evaluate the proposed ADU project in order to render a decision. If necessary, the Board of Directors may require additional changes.

Occupancy

An owner has to occupy either the primary dwelling or the ADU.

Ca. Dept. of Fair Employment and Housing (DFEH) "two plus one" formula applies, two (2) people to occupy each bedroom, with one (1) additional person in living spaces. So, three people in a one-bedroom ADU and up to five (5) in a two-bedroom ADU.

Rental or Lease

Term of lease (6) months. ADU's and JADU's may not be used as a vacation rental, special event rental, B&B or Air B&B under any circumstances.

Fee on ADU or JADU, the home owner will be charged a monthly fee for the increased load the occupants, renters or person(s) leasing put on the association's amenities, such as gate operation, kiosk, street, trash etc. whether the JADU or ADU is vacant or occupied. The fee will be added to the home owner's monthly statement upon completion of the JADU or ADU. The fee will go up accordingly when the HOA raises dues.

Owners are required to give a copy of the rental agreement or lease agreement, in writing and include the terms of the lease and names of the occupants and licenses of all resident vehicles to the Homeowner's Association (HOA) through the management company, BEFORE the tenants move in. The lease is subject to the CC&R's, Bylaws and the Rules and

Regulations. The renters or lessee shall not have any voting rights in the Association. Owners shall ensure that tenants have a copy of the CC&Rs, Bylaws and the Rules and Regulations prior to moving in. Owners are financially responsible for the acts of their tenants.

See Addendum “D” Civil Code 4751 (**Adopted 7/1/2021**)

OWNERS ARE THE ASSOCIATION’S EYES AND EARS! TALK WITH YOUR NEIGHBORS IF THEY ARE IN VIOLATION.IT IS PROBABLY DUE TO LACK OF KNOWLEDGE AND THEY SHOULD APPRECIATE BEING MADE AWARE OF THE VIOLATION.THESE RULES ARE FOR THE BENEFIT OF ALL OWNERS.

Fuerte Knolls Owners' Association, Inc.
Surveillance Camera Security Policy
Adopted by Board of Directors (2019)

ADDENDUM "A"

Fuerte Knolls Owners Association, Inc. has installed security cameras in the Fuerte Knolls neighborhood for the protection of Association assets and for the security of residents and their guests.

In order to ensure that video surveillance is not abused or misused, the Board of Directors agreed that a security policy should be enacted to govern the use and access to such video surveillance.

Underlying Principals

The safety of the community and community property are deemed to be important aspects of this community. The Association installed video surveillance to help keep property and residents safe. The Association hopes that the video surveillance will provide not only a deterrent to inappropriate behavior but can be used as a means of identification in the event of damage or criminal activity.

Policy Statement

The Association recognizes the need to balance individual's right to privacy and the need to ensure the safety and security of the neighborhood and its residents. The Association therefore has adopted a policy which upholds these rights but provides the necessary mechanisms for protecting the community. **Association and its Board of Directors cannot and do not in any way assume responsibility for, or guarantee the security of, Association residents, guests and property.**

Scope

This policy applies to all video surveillance systems installed within Fuerte Knolls by the Association which are permanently installed and whose presence is detailed on posted signage at the front gates and is exclusive of personal surveillance equipment installed by residents.

Installation, Placement and Maintenance of Video Surveillance Equipment

Video Equipment / Records

1. Type of Equipment

The Association will use Digital Video Recorders to collect and retain real-time video.

2. Placement

Video recording equipment has been placed in visible locations at the front gate entrance which presents the best surveillance options with respect to desired coverage, specific surveillance targets and lighting conditions. Cameras are positioned so as to not willfully intrude on any homeowner's property or privacy.

3. Signage

Signage has been erected outside the front gate entrance and inside the front gate exit notifying all parties that the area is under video surveillance.

Access to Video Records

1. Access: Association

Access to the surveillance video shall be limited to those authorized by the Association's Board of Directors and law enforcement officials. No individual Director may review the video except in the presence of another Director, Association manager or law enforcement official after receiving proper authorization from the Board of Directors. Requests for video surveillance footage shall be directed to the management company. The Board shall not release surveillance videos or still photographs to any member or guest of Association unless by order of a subpoena

2. Access: Law Enforcement

If access to video surveillance is requested for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, pertinent, available footage related to the investigation shall be provided to the law enforcement officials. Any Association management employee may release surveillance video to any law enforcement officer upon receipt of written authorization by the Board to do so.

3. Security / Storage

Active video records shall be stored in secured enclosures with limited access. Archived video records shall be stored only for investigative or legal purposes and shall be stored with the Association's Property Management Company or HOA lawyers depending on the reason for archiving.

4. Fees

If a need arises which would require providing a video record to a homeowner, a fee to cover the cost of providing video records shall be charged to the homeowner who has requested such records. The fee for each event will be determined at the time of the request.

5. Timely requests for data

The duration of historical data available is limited to the specific DVR/device drive capacity. Requests should be limited to a specific date range and time.

Custody, Control, Retention and Disposal of Video Records

The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted. Specific records relating to evidence or investigations which need to be retained, may be copied onto portable media and stored for as long as required based on the investigation type. Records requiring long-term retention may be turned over to the Association's Property Management Company for

storage and security. The Board shall not release surveillance videos on any “public” conduit, including, but not limited to, social media, and all other web-based mass dissemination forums.

ACCOUNTABILITY

1. The Fuerte Knolls Owners Association’s Board of Directors will implement, enforce and monitor the deployment, use and viewing of all video surveillance.
2. The Board will convey the policies and procedures to all members of the board and ensure compliance with those policies.
3. The Board is responsible for deciding when surveillance footage needs to be viewed.

Policy reviewed by Association’s counsel.

Fuerte Knolls Owners' Association, Inc.
Enforcement and Fine Policy
Adopted by Board of Directors May 2, 2019

ADDENDUM "B"

"Pursuant to California Civil Code Section 5850, the following enforcement/and or fine policy will apply."

1. For a first violation, a notice will be sent to the owner with an explanation of the alleged violation, and a date and time to remedy. The owner will be notified that a fine will be assessed for non-compliance.
2. If the violation is not corrected in the time frame provided in the first violation notice, the owner will receive a notice of a monetary penalty and will be invited to a hearing before the Board. The hearing date shall be set at least (10) days before the hearing by the Board as to the date, time and place and mailed to the owner. The notice shall be mailed by certified mail to the owner at the last known address on the Associations records. If the owner does not appear as requested the fine shall be levied as prescribed.
3. If the violation continues, or the response is otherwise unsatisfactory, the Board may impose continuing the fine until such time as the matter is satisfactorily resolved.
4. If the violation continues, the Board may refer the matter to the Association's legal counsel and the expense incurred will be the responsibility of the owner. If a lawsuit is filed, the owner may be liable for the Association's legal costs and fees.
5. If the violation is committed by a tenant or lessee, the Association's primary course of action shall be against the owner.

Fines for first time violations may be based on the following type of violations:

Any action that may result in an adverse health or safety impact on the, common area or another association member's property the \$100.00 cap does not apply. The Board does have to make a "written finding" that describes the adverse health or safety impact during an open board meeting.

Unauthorized Improvements to Property (Including) Architectural Violations: Failure to Obtain approval, Illegal structures, Drainage violation, Violation of decision or directive	\$100.00
Vehicle and Parking Restrictions	\$100.00
Use Restrictions: (Including) Pet violation, Sign violation, Rental/Leasing Violation	\$100.00
Noise: Per San Diego County Noise Ordinance	\$100.00
Maintenance: Maintenance of lot or landscaping	\$100.00
Other Violation: (Including) Disruption of meeting, Interference or harassment of Association's personnel or vendors	\$100.00
Any violation of the CC&R's, By Laws or Rules and Regulations not specifically mentioned	\$100.00

Fines shall be in addition to any applicable cost of repair, or other reimbursement of any costs incurred by the Association.

**FUERTE KNOLLS OWNERS' ASSOCIATION, INC.
2022 AMENDED OPERATING RULES FOR ELECTIONS AND VOTING**

Adopted by Board of Directors April 2022

ADDENDUM "C"

SECTION 1 - GENERAL

These operating rules ("Rules") shall apply to all items legally requiring a vote of the membership as required by Civil Code section 5100, and any amendments thereto, including but not limited to, elections of directors, votes to remove one (1) or more directors, votes on assessments that legally require a vote, amendments of the governing documents, grants of exclusive use of common areas, and such other votes as the Board determines should be conducted by secret ballot.

**SECTION 2 - RIGHT TO
VOTE**

2.1 As described in these Rules, votes may be cast by members either in person, or by mail-in ballot. The Association may not deny a ballot to any person who is a member of the Association at the time the ballots are distributed.

2.2 The Association may not deny a ballot to any person who has the general power of attorney for a member of the Association. Any person with a general power of attorney for a member must notify the Association and provide a copy of a valid general power of attorney to verify the person's right to vote on behalf of the member. If a person with a valid general power of attorney which has been provided to the Association returns a ballot within the timelines established for the return of all ballots, the ballot shall be counted. (Civ. Code § 5105(g).)

2.3 The Association shall retain a voter list which shall include the name, voting power, and either the physical address of the voter's Lot, parcel number, or both ("Voter List"). The mailing address for the ballot(s) shall be listed on the Voter List if it differs from the physical address of the voter's Lot or if only the parcel number is used. The Association shall permit members to verify the accuracy of their individual information on the Voter List at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the Voter List to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).) Notwithstanding the foregoing, the names of members who participate in the Safe at Home Program shall not have their names or their physical addresses placed on the Voter List.

**SECTION 3 - QUALIFICATION OF NOMINEES FOR DIRECTOR ELECTIONS AND
DIRECTORS**

3.1 Only persons who are members of the Association may be a nominee for election. If title to a Lot 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 purposes of being a nominee for election to the Board.

- 3.2 No member may be a nominee if the member, if elected, would be serving on the Board at the same time as another member who holds a joint ownership interest in the same Lot and the other member is either properly nominated for the current election or an incumbent director.
- 3.3 The candidate must be a member of the association for more than one (1) year.
- 3.4 No member may be a nominee if that member discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the member was elected, either prevent the Association from purchasing insurance required by Civil Code section 5806 or terminate the Association's existing insurance. The Association shall have no obligation to investigate the background or possible criminal history of any candidate.
- 3.5 A member who is more than thirty (30) days delinquent in the payment of regular and special assessments (not including nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party) is not qualified to be a nominee or director. A member shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:
- 3.5.1 The member has paid the regular or special assessment under protest pursuant to Civil Code section 5658.
- 3.5.2 The member has entered into a payment plan pursuant to Civil Code section 5665 and is in compliance with that payment plan.
- 3.6 Prior to disqualifying any person from being a nominee, the Association must offer the person an opportunity to engage in internal dispute resolution pursuant to Civil Code section 5900 et seq.

SECTION 4 - NOMINATION OF DIRECTORS

- 4.1 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. Individual notice shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member.
- 4.2 The Association shall seek nominations for candidates for election by making available a "Candidate Nomination Form." All members desiring to run for a position on the Board of Directors or members who wish to nominate other members must complete the Candidate Nomination Form and return the completed Candidate Nomination Form and any accompanying materials to the Association within the time prescribed on the Candidate Nomination Form. If nominating another member, that nominee's written consent is required and must be returned with the Candidate Nomination Form.
- 4.3 Within seven (7) business days of receiving a nomination, the Association shall send:
- 4.3.1 The member submitting the nomination a written or electronic communication acknowledging receipt of the nomination; and
- 4.3.2 The nominee a written or electronic communication indicating either that the nominee is a qualified candidate or that the nominee is not a qualified candidate, the

reason(s) for disqualification and the procedure for requesting and participating in internal dispute resolution should the nominee wish to appeal the Association's decision.

These notices may be combined into one notice. (Civil Code § 5103(c))

- 4.4 The Association shall retain a candidate registration list containing the names and Lot addresses of the candidates nominated for Board election, and shall permit members to verify the accuracy of their individual information on the candidate registration list at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions on the candidate registration list to the Inspector(s) of Election, who shall make the corrections within two (2) business days. (Civ. Code § 5105(a)(7).)
- 4.5 Candidate Nomination Form submitted by each candidate may be posted on the Association's website, published in the Association's newsletter and/or posted on the Association's bulletin board(s), when applicable. The Candidate Nomination Form submitted by each candidate may be enclosed with the ballot for the election and mailed at least thirty (30) days prior to the meeting. Candidate Nomination Forms and accompanying materials that are received after the time prescribed on the Candidate Nomination Form may not be enclosed with the ballot for election, nor will late Candidate Nomination Forms be posted on the Association's website, published in the Association's newsletter, or posted on the Association's bulletin board(s), if applicable. The Association will not edit the content of these Forms, but will publish a general statement of non-responsibility for the content of all published Forms. Any candidate can request in writing that his/her Form not be published as provided herein and the Association will honor any such request received prior to the date of publication of all Forms if publication occurs.
- 4.6 Except as provided in Paragraph 4.5, no Candidate Nomination Form or other editorial or campaign material will be published in the Association's newsletter or other Association media.
- 4.7 If the governing documents require a Nominating Committee, subject to any specific requirements in the governing documents, the Board of Directors will appoint at least three (3) members of the Association to serve on a Nominating Committee. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee will perform its duties as outlined in the bylaws and/or Association published Rules and Regulations. Note, however, that a member may nominate himself or herself as set forth in Paragraph 4.2, above.
- 4.8 Nominations for election to the Board of Directors shall not be accepted from the floor at the annual meeting and write-in votes shall not be permitted.

SECTION 5 - USE OF COMMON AREA FACILITIES FOR CAMPAIGN PURPOSES

- 5.1 In each election of Directors, the Board may hold a candidate's forum in the appropriate Association facility prior to the election where members will be provided an opportunity to meet and ask questions of the candidates. All candidates known to be standing for election will be invited to attend the forum. Attendance by the candidates is optional.

5.2 All candidates for election and other members may reserve an Association facility to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership, if available. All candidates and members will be provided an equal opportunity to reserve the Association's facilities for these purposes. Reservations can be made by contacting the management company. No fees will be charged to any candidate or member for reservation of any common area facilities to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates or members reserving the common area facility are asked to leave the facility in a clean and undamaged condition.

SECTION 6 - VOTING BY SECRET BALLOT

6.1 Voting for Directors shall be by secret ballot. However, if the number of candidates equals or is less than the number of positions to be filled at the election, the Board may elect the Directors by acclamation provided the Association has satisfied the requirements of (Civil Code section 5103).

6.2 Pursuant to Civil Code section 5100, elections regarding the following topics must be conducted by double envelope secret ballots pursuant to Civil Code section 5115: assessments legally requiring a vote, election and removal of directors, amendments to the governing documents, the grant of exclusive use of common area, or any other topic expressly identified in the Association's operating rules. The Board has the right to determine whether other topics requiring a membership vote will be conducted using double envelope secret ballots.

6.3 The Association shall provide general notice of all of the following at least thirty (30) days before the ballots are distributed for any Board election or recall election:

6.3.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector or Inspectors of Elections.

6.3.2 The date, time, and location of the meeting at which ballots will be counted.

6.3.3 The list of all candidates' names that will appear on the ballot.

6.3.4 Individual notice of (1) through (3) above shall be delivered pursuant to Civil Code section 4040 if individual notice is requested by a member. (Civ. Code § 5115(b).)

6.4 Ballots may be submitted at any time from the members' receipt of the ballot until the announced deadline or any extension thereof as set by the Inspector(s) of Elections. Ballots returned by mail are to be returned to the address specified by the Inspector(s) of Elections and so noted in the balloting materials.

6.4.1 The Inspector(s) of Elections shall have the right to verify the member's information and signature on the outer envelope and to review the number of ballots collected prior to the deadline for voting and inform the Board of Directors of the number of ballots received. The Inspector(s) of Elections shall have the right to extend the voting deadline if there is an insufficient or possibly an insufficient number of ballots received. Voting envelopes shall

not be opened as part of this review - only a review of unopened envelopes is allowed to verify the member's information and determine the total number of ballots returned.

6.4.2 Once cast, ballots cannot be revoked or changed, even if the member attends the meeting and seeks to change or withdraw his or her vote before the polls close.

6.4.3 The Board of Directors shall set a record date establishing those members entitled to vote on any ballot. Should the Board fail to set a specific record date, the record date shall be the date the ballot was posted in the United States mail unless specified otherwise in the Association's governing documents.

6.4.4 In accordance with the governing documents of the Association, members shall be entitled to one (1) vote per Lot, except in the election of directors where cumulative voting is allowed. Cumulative voting for directors shall be permitted in any secret ballot for the election of directors.

6.5 Ballots and two (2) pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered, or caused to be mailed or delivered by the Inspector(s) of Elections to every member at least thirty (30) days prior to the deadline for voting. For the election of directors, ballots and voting envelopes will also be distributed at the annual membership meeting. The Association shall generally use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including the following:

6.5.1 The ballot itself will not be signed by the voter, but will be inserted into an envelope that is to be sealed by the voter. This envelope is to be inserted into a second (outer) envelope that is sealed by the voter. In the upper left-hand corner of the second envelope, the voter must print and sign his or her name, address (either address within the community or mailing address), and lot or parcel number that entitles him or her to vote. Ballots submitted to the Association in unsigned balloting envelopes shall be deemed invalid.

6.5.2 The second (outer) envelope is to be addressed to the Inspector(s) of Elections, who will be tallying the votes. The envelopes are to be mailed or delivered by hand to the address specified by the Inspector(s) of Elections.

6.5.3 Balloting materials not completed in accordance with the instructions on or accompanying the balloting materials may result in the ballot being declared invalid, as determined by the Inspector(s) of Elections. The Inspector(s) of Elections shall have the right to count ballots submitted by members failing to complete all of the above requirements so long as all ballots with similar defects are treated equally and so long as the Inspector(s) are able to verify that only one (1) ballot per voting member has been submitted.

6.5.4 Only the official ballots distributed by the Association will be counted. Unofficial ballots will not be counted.

6.5.5 If a candidate whose name is on the ballot withdraws before the ballots are counted, the election will continue to go forward. However, the votes cast for a withdrawn candidate will not be counted.

6.6 Ballots shall be counted at a membership meeting or open Board meeting. Subject to reasonable restrictions established by the Inspector(s) of Elections to prevent interference

with or intimidation of the Inspector(s) during the tabulation of the ballots, any candidate or other member of the Association may witness the counting and tabulation of the votes. No person observing the tabulation of the ballots may communicate with, interfere with, or in any way attempt to intimidate, harass or abuse the Inspector(s) or other person counting the ballots or assisting the Inspector(s).

- 6.7 Except as provided above, no person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- 6.8 The candidate(s) receiving the highest number of votes shall be elected. In the event of a tie vote between candidates for the last position on the Board, the candidates subject to the tie vote shall agree to some other means of determining the winner of the vote, such as a coin toss or high card draw.
- 6.9 The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the meeting and shall be available for review by members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members or by posting it in the Common Area.
- 6.10 The Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) will be retained by the Inspector(s) of Elections or the Inspector's/Inspectors' designee for one (1) year following the date the Inspector notifies the Board and the membership of the vote result, unless the Inspector is notified of some challenge to the election after the notification of the election result. In this case, the Inspector or its designee shall retain these documents for one (1) year from that later date. Thereafter, the Inspector(s) of Elections shall turn over those election materials to the Association or its designated agent. At the conclusion of the three (3) year period established by Civil Code section 5210, those election materials may, at the option of the Board of Directors, be destroyed.
- 6.11 The mailed secret ballots described in these Rules, once received by the Inspector(s) of Elections, will serve to establish a quorum at any meeting of members.

SECTION 7 - PROXIES

- 7.1 Voting by proxy Not permitted at membership meetings. (Civil Code section 5130; Corp. Codes 5069, 7514 & 7613). Proxies shall not be permitted at any meetings of the members.

SECTION 8 - INSPECTORS OF ELECTIONS

- 8.1 The Board of Directors will appoint one (1) or three (3) Inspectors of Elections to oversee and certify the results of the voting. Inspector(s) of Elections are to faithfully perform their responsibilities so as to ensure that the announced results of the voting and/or election represent the true and honest votes of the members casting ballots.
- 8.2 Inspector(s) of Elections may not be Board members or a candidate for election or related to or reside with Board members or the candidates for election.

8.3 The Inspector(s) of Elections may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for compensable services other than serving as an Inspector of Elections.

8.4 Unless only outside consultants are engaged to serve as the Inspectors, at least one (1) Inspector of Elections shall be a member of the Association, although all Inspectors of Elections may be members of the Association if so, appointed by the Board of Directors. If not members of the Association, Inspectors of Elections may be compensated for their services. Members of the Association shall not be compensated for serving as Inspectors of Elections.

8.5 The Inspector(s) of Elections shall do all of the following:

8.5.1 Determine the number of memberships entitled to vote and the voting power of each;

8.5.2 Receive the ballots and determine the location to which all ballots are to be returned;

8.5.3 Hear and determine all challenges and questions to the balloting or election;

8.5.4 Count and tabulate all ballots;

8.5.5 Determine when the polls shall close;

8.5.6 Determine the results of the election or balloting;

8.5.7 Perform such other acts as may be necessary to conduct the election or balloting in fairness to all members and in accordance with applicable law and all rules of the Association.

8.6 The Inspector(s) of Elections may appoint additional persons to assist in performing any of the above duties. Any such persons shall meet the qualifications for appointment as an Inspector of Elections.

8.7 The Inspector(s) of Elections shall deliver, or cause to be delivered, a copy of these Rules at least thirty (30) days before an election. Delivery of these Rules may be accomplished by either of the following methods: (1) posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font, "The rules governing this election may be found here:" or (2) individual delivery.

8.8 The Inspector(s) of Elections shall Report the tabulated results of the election or balloting promptly to the Board of Directors; and

8.9 The Board of Directors shall have the authority to remove and/or replace an Inspector of Elections at any time if an Inspector resigns or whenever the Board determines that an Inspector will not be able to perform his or her duties impartially in good faith, to the best of the Inspector's ability, as expeditiously as is practical, and in a manner that protects the interests of all members of the Association, or if the Inspector ceases to meet the qualifications to serve as described above.

- 8.10 Inspector(s) of Elections shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation or application of Civil Code section 5100 et seq., these Rules, the Association's governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and the governing documents. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors. Note, however, that neither the Inspector(s) of Elections nor the Association's legal counsel shall disclose to others, including the Board, how a particular ballot was cast.

SECTION 9 - RECALL ELECTIONS

- 9.1 To initiate the recall of one (1) or more directors or the entire Board, the Board must receive a petition signed by at least five percent (5%) of the Association's Members calling for a special meeting for the recall election, or as otherwise provided in an Association's governing documents. The recall petition signed by at least five percent (5%) of the Association's Members must also include the members' printed names and the addresses of their Lots for verification purposes. Pursuant to Corporations Code section 7510(e), a vote for a recall may also be initiated by the Board.
- 9.2 Upon receipt of a valid recall petition, the Board will promptly appoint an Inspector(s) of Elections.
- 9.3 Within twenty (20) days of the Board's receipt of a valid recall petition, the Board will notice the Members of and will set the time, date, and location of the special meeting to hold the recall election.
- 9.4 The special meeting must be held between thirty-five (35) and one hundred fifty (150) days of the Board's receipt of the petition.
- 9.5 Any recall election as well as any election for the replacement directors must be conducted by secret ballot according to Paragraph 0. In an effort to avoid recalled directors remaining on the Board until replacement directors are elected, the election for replacement directors will be held at the same time as the recall vote. As such, the members will vote on two issues: (i) the recall of directors, and (ii) the replacement of directors. The Inspector(s) of Elections will tabulate the votes on the replacement of directors immediately following the recall vote, if the recall is successful.
- 9.6 Generally, when there is a recall election, it is desirable and often necessary to include an election of replacement directors on the same ballot as the recall vote. If the recall election is successful in whole or in part, the Association cannot be left without a functioning Board until a later election can be conducted. Given the statutory notice requirements for an election as outlined in these Rules, if the election to fill any vacancies created by a removal vote is not conducted at the same time as the recall vote, the Association could be left without a Board to conduct the necessary and essential business of the Association, potentially causing great harm to the Association.
- 9.7 In order to curb a potential superfluous use of Association funds, a recall election may not be initiated against a Board member(s) if the targeted Board member(s)'s term expires within one-hundred (100) days from the date the Board received the recall petition unless the recall petition is petitioning to recall the entire Board.

- 9.8 The Association may facilitate the production of and pay for the cost of all recall election materials and the mailing of the same. If, however, a valid recall petition is received by the Board within twelve (12) months from the date of a prior recall election, whether the prior recall election was successful or not, the Association may facilitate the production of all recall election materials and the mailing of same, but the cost of the recall election will be borne by the petitioning party.

SECTION 10 - ELECTION CHALLENGES AND BALLOT RECOUNTS

10.10 The Inspector(s) of Elections shall, upon written request, make the Association election materials (returned ballots, signed voter envelopes, Voter List, proxies and the candidate registration list) available for inspection and review by an Association member or the member's authorized representative should a member challenge the election or demand a ballot recount. Signed voter envelopes may be inspected but may not be copied pursuant to Civil Code section 5200(c).

10.11 Any recount will be conducted in a manner that preserves the confidentiality of the vote. To preserve the confidentiality of the vote, members will not be entitled to inspect the Inspector(s) of Elections' tabulation documents or notes submitted to the Association.

10.12 Should a professional Inspector(s) of Elections act as the Association's Inspector(s) of Elections, the member or members challenging the election or demanding a recount of the ballot will bear the costs charged by the professional Inspector(s) of Election as a result of the election challenge and/or ballot recount. A professional Inspector of Elections is defined as an Inspector of Elections who may be compensated for their services pursuant to Paragraph 8.4.

SECTION 11 - MISCELLANEOUS

11.1 Other than the time frames set forth in Civil Code section 5100 et seq., the time frames stated in these Rules are guidelines, generally setting forth fair and reasonable procedures for the conduct of voting and elections. However, the failure of the Board or Inspector(s) to strictly adhere to these time frames will not invalidate any election or vote so long as the procedures used allow all members an equal opportunity to participate in the election or voting process and did not affect the results of the election.

At the discretion of the Board of Directors, the above Rules may be modified, delayed or repealed by the Board, in whole or in part, if the California State Legislature takes any action to change the content of Civil Code section 5100 et seq., which would affect said Rules.