

COUNTRY VILLAGE
COMMUNITY RULES

And

REGULATIONS

Adopted July 12, 2016

THE FOLLOWING COMMUNITY RULES HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS OF THE COUNTRY VILLAGE HOMEOWNERS' ASSOCIATION ("ASSOCIATION"). THESE RULES REPLACE AND SUPERSEDE ALL PRIOR RULES AND REGULATIONS.

IT IS THE OWNER'S RESPONSIBILITY TO INFORM GUESTS AND TENANTS OF THESE RULES AND TO ENSURE THAT THEY COMPLY. OWNERS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS, TENANTS, GUESTS OF TENANTS, INVITEES ETC.

Country Village is a Planned Development which means each owner owns their Lot, including the residence, garage, and patio upon it. As a result, **it is imperative that every homeowner carries adequate insurance to cover not only their personal property but their structure as well.**

These rules are intended to protect the HEALTH, COMFORT and ENJOYMENT of all who live in the Country Village community.

1. GENERAL

- 1.1 The "Lots" are to be used for single family residential purposes only. No commercial trade or commercial business whatsoever may be conducted on the Country Village premises.
- 1.2 Inappropriate or offensive activity which disrupts/disturbs the quiet enjoyment of Residents is not permitted.
- 1.3 The names and contact information of all residents must be provided to the Association. Registration forms may be obtained from the Association's Property Management Company.
- 1.4 All rubbish, trash and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate. Trash containers **MUST** be returned to the residence by 10:00 pm on the collection day. All trash shall be placed in a designated covered container. Open containers such as paper sacks, boxes and unsecured plastic bags shall not be used. No Resident is allowed to leave oversized trash items (items that will not properly fit into trash containers) on Common Areas. Arrangements to remove oversized trash items **MUST** be made by the Resident with the Property Management Company.
- 1.5 Garage doors **MUST** be kept closed at all times except when a Resident is inside garage or accessing garage.

- 1.6 There shall be no personal property, storage, machinery or equipment left outside the walls of a residence.
- 1.7 No structure of a temporary character, including but not limited to, basketball stands, trailers, tents, campers, motor homes, boats, shacks or other building types shall be used on any Country Village Lot or on any Common Area, at anytime.
- 1.8 Use of bicycles, skateboards, motorbikes, inflatable bounce houses, basketball hoops or other sports equipment are not allowed on Common Areas including, not limited to, sidewalks, lawns or driveway areas at anytime.
- 1.9 Clothes, towels, rugs, draperies, clotheslines, etc. shall not be hung within view of any resident or from the Common Area.
- 1.10 No activity is permitted which would damage or deface the grounds, walkways and improvements in the Common Area. Individuals found to be responsible for damage to exterior Lots and/or Common Areas will be held responsible for reimbursement of all expenses incurred by the Association to repair, replace or restore damaged area(s) and/or item(s).
- 1.11 Noise levels both in Lots and on Common Areas are restricted at all times to a reasonable level that is not disturbing to other residents. This includes, but is not limited to, radios, stereos, musical instruments, car horns, party activities, animals, and any other noise source. Noise problems may be reported by any resident, in writing, the Board of Directors in care of the Property Management Company.

2. ARCHITECTURAL

- 2.1 No building, fence, wall or other structure shall be commenced, erected, or maintained on the properties, nor shall any exterior change be made to the exteriors of the properties including, but not limited to, fences, ornamental screens, awnings, screen doors, patio covers, pergolas, sunshades, porches, decks, solar collectors, exterior walls, landscaping chimneys, spas, saunas, hot tubs, Jacuzzis or other modification, without written approval from the Board of Directors.
- 2.2 Notwithstanding the above, the only accessory structure which may be allowed on a lot shall be a swimming pool subject to architectural controls above. No other accessory structures shall be allowed including, but not limited to gazebos, outbuildings, room additions, extensions, workshops, etc., and an architectural submission for any accessory structure shall be automatically deemed void.
- 2.3 Any proposed change **MUST** be submitted, in writing, to the Board of Directors, in care of the Association's Property Management Company.
- 2.4 The Board or its designated committee shall review the architectural application and render a decision within thirty (30) days of submission of the plans.
- 2.5 In the event the Board or designated committee fails to approve or disapprove the plans within thirty days, architectural approval will not be required. However,

owners shall still be responsible for compliance with all other conditions of the governing documents.

- 2.6 Any communication from the Board within thirty (30) days of submission of an architectural application that is not an express approval of the submission shall be deemed a denial. This shall include but not be limited to requests for clarification or further information.
- 2.7 In the event the architectural application was denied by a board-designated architectural committee, the applicant shall have the right to appeal the denial in writing and the Board shall take the matter under review within thirty days or its next scheduled Board meeting, whichever is later.
- 2.8 In addition to all other enforcement remedies available to the Association, the installation of any item without written Board approval shall void any maintenance responsibility the Association may have for the roof or any area for which such items have been installed. If at anytime, a resident violates this rule, the Owner of the Lot will be responsible for returning the property to its original condition. In the event that the property is not restored, the Country Village Homeowner's Association has the right to return area to its original condition at the cost to the owner.

3. PARKING AND VEHICLES (including but not limited to automobiles and motorcycles)

- 3.1 No trailer, camper, boat, mobile home, truck, recreational vehicle or such similar equipment shall be parked, maintained, or repaired within any area of the Country Village Community unless it is necessary to repair such vehicle in order to remove it from the premises. No vehicle overhaul, maintenance work, oil change or car washing activities are permitted in any Common Area. An exception to this is that residents may wash their own personal vehicle(s) on or in front of their own Lot.
- 3.2 Any inoperable vehicle(s) shall not be allowed on any portion of the Country Village Common Area at anytime. Vehicle(s) in violation are subject to towing at the expense of the vehicle Owner(s).
- 3.3 All vehicles on the Country Village premises shall be parked only in designated garages or on paved parking areas in officially designated/marked parking spaces on private Sprucewood Dr. No parking is allowed in red or yellow zones at anytime. No parking is allowed on any apron area (any concrete area in front of garage doors.) No vehicle may wrongfully park in any other Resident's reserved parking space. No vehicle shall be parked so as to impede the normal flow of traffic or block access to any Resident's garage or other parking area. Any vehicle parked in an unauthorized or undesignated area, including but not limited to any of the aforementioned locations noted, is subject to towing at the Resident(s) expense.

- 3.4 Any vehicle stored, or unmoved, on the premises of Country Village I, for more than 4 (four) days is subject to removal in accordance with the Country Village CC & R's. Inoperable vehicles shall be deemed stored and shall be subject to removal at any time from the premises of Country Village. An inoperable vehicle is one that is missing any major component such as an engine, transmission, tires, windows, or which is unregistered or has an expired registration
- 3.5 Commercial vehicles, including but not limited to, dump trucks, trailers, trailer trucks, construction equipment and other similar vehicles shall not be parked on the premises of Country Village at anytime. Residents' vehicles which advertise a trade, profession or a business on them shall be considered commercial vehicles and shall not be allowed to be parked on the premises of Country Village at any time.
- 3.6 The speed limit on the premises of Country Village is 5 miles per hour.
- 3.7 The careless or reckless operation of any vehicle on the premises of Country Village is prohibited.
- 3.8 Any/all licensed vehicles driving on or around the premises of the Country Village Community shall be operated at LOW RPM/engine speed to minimize noise and disturbance of Community residents.
- 3.9 No vehicle owned or operated by a Resident may be parked in "Guest Parking" at anytime.
- 3.10 No vehicle owned or operated by any "Guest" may be parked in "Guest Parking" for more than 7 (seven) days within a 60 day period. Any "Guest" residing in a residence for more than 7 (seven) days within a 60 day period is deemed Resident of that Residence.

4. SWIMMING POOL AND SPA

- 4.1 The swimming pool, spa and recreational areas are for the sole use and enjoyment of Country Village Residents and their Guests. Residents are limited to no more than 4 (four) Guests per Lot at any one time. Guests may exceed four (4) persons per Lot only if approved in advance, in writing, by the Board of Directors and/or Property Management Company.
- 4.2 All Residents are prohibited from "loaning" pool keys to non-residents.
- 4.3 The pool/spa area is available for private non-commercial gatherings to all official residents and tenants on a reservation only basis as per the following requirements:
 - a. A party is defined as four (4) or more guests at any given time;
 - b. Pool areas can be reserved only during regular pool/spa operating hours;
 - c. The maximum time duration for pool reservations is four (4) hours;
 - d. No resident may reserve the pool/spa area more than two (2) times in a twelve (12) month period.

- e. No more than 25 guests may use the pool, spa and/or pool and surrounding areas at any one time;
 - f. Hosting resident must be on-site in pool/spa area at all times;
 - g. Hosting resident must employ a minimum of one (1) lifeguard for every fifteen (15) adult guests and/or one (1) lifeguard for every ten (10) children.
 - h. Hosting resident must obtain \$1,000,000 of “liability” insurance coverage specifying the type of event and date of event, naming themselves as the “insured” and Country Village Homeowner’s Association as “additional insured.” A Certificate of Insurance must be provided to the Board of Directors, in care of the Property Management Company, no less than fourteen (14) days prior to the scheduled event.
 - i. A minimum deposit of \$250 is required to reserve the pool/spa area for a private party. The Board of Directors reserves the right to impose a larger deposit at their discretion according to the type of party and number of guests. The deposit is refundable only if facilities are returned to a clean, orderly and non-damaged condition. Deductions will be made for necessary cleaning or repairs and the Owner and Resident shall be jointly liable for any additional cleaning, repair or damage replacement costs incurred by the Country Village Homeowner’s Association beyond the deposit.
 - j. Owner’s will be held responsible for all actions by their Guests and/or actions of their Tenants and Tenant’s Guests and are subject to any and all costs incurred by the Association in connection with parties.
- 4.4 Entrance to the pool/spa area is via the gate ONLY. Scaling/climbing the pool fence is prohibited at all times.
- 4.5 Pool gates are not to be left open at anytime except for immediate access to and from the pool area. Gates shall never be allowed to be propped open for any reason.
- 4.6 Pool and spa hours are generally 9:00 am to 10:00 pm. and may be changed at any time without further notice at the discretion of the Board.
- 4.7 All persons using the pool and/or spa do so at their own risk. Prolonged usage of pool and/or spa may be hazardous to the health and well-being of anyone using the pool and/or spa. Furthermore, it is understood that there is no lifeguard on the premises. The Association accepts no responsibility and/or liability for any illness, injury or death as a result of the use of the pool and/or spa on the Country Village premises.
- 4.8 Glass items are strictly prohibited at the pool area or any other Common Area.
- 4.9 Rafts or other floating devices are allowed in the swimming pool provided they are used only for sunbathing, however, they may not be used during heavy pool/spa usage. Playing, jumping, racing or any other use of rafts is prohibited. Person(s) in violation will be asked to remove such item from the area.

- 4.10 Bicycles or any other cycling device, roller blades, roller-skates, and skateboards are not permitted in the pool/spa area at anytime.
- 4.11 Toys are prohibited from the pool area including, but not limited to, water guns, balls, ropes, inflatable toys, styrofoam toys, surfboards, surf mats. Inflatable water wings, arm wings, and similar floatation devices are permitted.
- 4.12 All electronics including, but not limited to, radios and televisions used in or around the pool/spa area must be battery operated only and maintained at a level not to interfere with the enjoyment of others in the pool area or the community. All items using plug-in voltage are prohibited at all times.
- 4.13 Pets, with the exception of necessary service animals, are prohibited from the pool/spa area at anytime.
- 4.14 Any and all trash or waste is to be removed by those using the pool/spa facilities and may be deposited in trash cans provided.
- 4.15 Towels, clothing, toys and other personal items must be removed when leaving pool/spa area. Items unattended to are subject to disposal.
- 4.16 Anyone under age 14 (fourteen) is prohibited at all times from the pool area unless accompanied by a responsible adult 18 (eighteen) years or older.
- 4.17 Rowdiness, horseplay, or any dangerous activity is prohibited in and around the pool/spa area. Running is prohibited in the pool/spa area at all times. Loud/disturbing noise and/or interference with other leisure swimmers are prohibited. Diving, dunking and/or jumping into the pool and/or spa is prohibited.
- 4.18 Persons using suntan lotions may not enter the pool or spa before wiping-off excess lotion.
- 4.19 Swimsuit attire must be worn by all persons at all times when in the pool and/or spa and when inside the pool/spa area and when outside the surrounding Common Areas.
- 4.20 Persons displaying any skin disease, sore or inflamed eyes, nasal or ear discharge and/or any communicable disease are prohibited from using the pool or spa.
- 4.21 Alcohol and smoking of any kind are prohibited in and around the pool/spa areas.
- 4.22 Any solution such as bubble bath, detergent, soap and disinfectants are prohibited in the pool and/or spa and in the surrounding areas.
- 4.23 Furniture inside the pool/spa area is to be used for lounging purposes only and must remain in pool/spa area at all times. Placing pool furniture in the pool or spa is prohibited. Standing, overturning, scratching, breaking and/or defacing of property inside the pool/spa area is prohibited.
- 4.24 Adjustments to any control regulating the pool, spa, lights or other common service is prohibited.
- 4.25 All posted signs must be observed.
- 4.26 Lifesaving equipment is for EMERGENCY USE ONLY.

- 4.27 Upon arrival of pool/spa maintenance crew and janitorial service, pool and spa users may be asked to temporarily vacate the area while work on facilities is being completed.
- 4.28 Residents are responsible for the supervision and actions of all family members and/or guests in the pool/spa area and surrounding areas.
- 4.29 The Board of Directors and Property Management Company reserves the right to ask anyone not abiding by the rules, set forth in this document, to vacate the pool/spa area.

5. PETS

- 5.1 No animals, pets, poultry, and/or exotic animals may be raised, bred or kept in any Lot or Common Area property with the exception of dogs, cats or other “household” pets provided that they do not constitute a nuisance or annoyance to residents of the Country Village Community. The Board of Directors reserves the right to determine whether a “pet” is acceptable and meets the definition of “household” pet.
- 5.2 Dogs or any other pets shall not be allowed at anytime to run loose or unattended in any Common Area; dogs or other pets must be leashed at all times when on Common Areas and must be accompanied by a person capable of controlling the dog or other pet.
- 5.3 Pet owners shall immediately pick-up all waste droppings left by their animal(s) on the Common Areas and deposited into their own personal trash containers. No animal waste is allowed to be deposited in any trash container located on Common Areas.
- 5.4 Dogs and other pets are not allowed inside or around the pool/spa area. Residents are prohibited from securing their pets to the pool/spa fence at anytime.
- 5.5 Residents are prohibited from securing their dogs and other pets to trees, stakes and/or any other exterior building structure in the Common Area.
- 5.6 All dogs, cats and other household pets residing in and/or visiting the Country Village Community are to have current legal licenses and nametags on their collars at all times.

6. LEASES AND SALES

- 6.1 Residences are for single family purposes and may not be used for commercial purposes or in a hotel-like or transient manner. As such, vacation rentals and leases shorter than thirty (30) days shall be considered commercial in nature and shall not be allowed.
- 6.2 Leasing to multiple families at any one time is prohibited. The maximum occupancy of a residence shall be no more than two times the number of

- bedrooms plus one (ex. 2 bedroom shall have maximum of five residents, 3 bedroom a maximum of 7, etc).
- 6.3 The Association shall not be liable for the personal effects of tenants or residents of a Lot. Owners are encouraged to demand in the lease that all tenants maintain adequate renter's insurance during the term of their lease.
- 6.4 Owners shall notify the Board of Directors and Property Management Company prior to the close of escrow when their unit is to be sold or prior to move-in date if their residence is leased.
- 6.5 All lease agreements shall be in writing and expressly subject to the CC & R's, Bylaws, and Rules and Regulations as set forth by the Country Village Homeowner's Association.
- 6.6 Owners are responsible for ensuring that all tenants are provided with copies of Country Village CC & R's, Bylaws, and Rules and Regulations.
- 6.7 Owners will provide Board of Directors and Property Management with signed acknowledgement that their tenants have received and reviewed all items as noted in Item 6.6. The failure of the Owner to provide this information or the failure of the Association to request this information does not relieve the owner from any of the responsibilities contained in the rules or any of the Association's other governing documents.
- 6.8 Owners must provide the Board of Directors and Property Management Company with contact information of all *new* owners prior to the close of escrow; if property is leased, owner shall provide *new* tenant information within fifteen (15) days of move-in date. Appropriate forms must be requested from the Property Management Company. At minimum, names and home, cell and work telephone numbers must be provided so these *new* residents may be contacted in the event of an emergency.

7. MAINTENANCE OBLIGATIONS

Country Village is a Planned Development which means each owner owns their Lot, including the residence, garage, patios, patio walls, and patio gates upon it. As a result, the California Civil Code provides that owners are responsible for all maintenance and repairs on their own Lot except for those matters specifically delegated to the Association in the CC&R's.

- 7.1 The CC&R's provide that in addition to maintenance of the common areas, the Association's maintenance responsibilities on the individual lots are limited to:
- a. Repair and replacement of the roofs, gutters, downspouts
 - b. Maintenance of the landscaping on the exterior portion of the patio walls

- c. Care for the exterior surfaces of the residential buildings (excluding glass surfaces) and including the painting of the interior and exterior surfaces of the masonry patio walls. Stucco repair is limited to normal wear and tear and specifically excludes stucco damage caused as a result of interior water leaks or damage otherwise not caused by the Association.
 - d. The painting obligation described above shall only be part of the regular periodic community-wide painting cycle undertaken by the Association. If any of these components require painting outside of this regular cycle for any reason, it shall be the individual owners responsibility to paint and maintain the areas by a licensed and insured contractor and within the architectural guidelines prescribed by the Association.
- 7.2 The Association is not responsible for maintaining, repairing, replacing, or painting anything else on an owner's lot including, but not limited to, the structural elements of the residence and garage, plumbing, pipes, ducts, flues, electrical, telephones, sewers, garage doors, patio doors, windows, patio gates, the foundation or slab, heating and air conditioning elements, any exterior owner improvements, or anything within the walled patio area, including doors, patio covers, pergolas, swimming pools, hot tubs or Jacuzzis, trellises, or any other such items. Although the Association will paint fascia boards and exterior window and door trim as part of its periodic painting obligation, it is the owner's responsibility for repair, replacement, and termite treatment of those components.
- 7.3 Owners must keep pergolas and patio covers in good repair, painted in Association-approved colors, and without dry rot or any paint peeling or chipping. Additionally, the Association may require owners to repaint pergolas and patio covers in conjunction with the Board's commencement of its periodic painting obligation.
- 7.4 Notwithstanding the limitations of 7.2, the Association may, in the course of its periodic painting obligation described in 7.1 and for the purpose of maintaining exterior harmony and design, paint the yard gate, A/C covers, and the door leading from inside the walled patio area to the garage. In the event that any of these items is discovered to be damaged while the Association commences its painting obligation and is required to be repaired in order for timely completion of the painting obligation, the component may be repaired by the Association and the cost thereof billed to the individual owner. These repairs shall not, however, in any way relieve the Lot owner from continued and interim maintenance of the component and painting and replacing it as necessary. The Association shall in no way be held liable as a result of any painting conducted by the Association under this section.
- 7.5 If a lot owner has vines or any other vegetation that clings to or otherwise interferes with the Association's obligations described in 7.1 above, those items will have to be removed and, in the case of painting surfaces, will need to be

- cleaned and repaired as necessary by the lot owner prior to the Association commencing its periodic painting duties. In the event an owner does not remove an obstruction in a timely fashion, the Association may remove the obstruction and prepare the surface for painting and bill the costs thereof to the lot owner. The Association shall not be liable for the replacement or the costs of the vegetation.
- 7.6 California Civil Code 4780 provides that lot owners are responsible for termite and pest control on their own lots including residence, doors, garage, garage pedestrian doors, patios, patio walls, and patio/yard gates upon it. This includes any of the exterior surfaces described above.
- 7.7 Lot owners are responsible for regular inspection of their lot including ensuring there are no leaks and that all drainage is properly functioning.
- 7.8 Lot owners shall promptly notify the Association if there are any problems occurring on the Lot as a result of an Association maintenance obligation. Prompt notification shall be considered notice at the time when the lot resident or owner knew or should have known that a problem was occurring. The Association will not be liable for any damage occurring thereafter.
- 7.9 Insurance Maintenance Obligation: Country Village is a planned development and you are responsible for insuring your individual structure and the contents inside. Owners must maintain adequate insurance to rebuild their individual structures. The Association may, but shall not be required to, demand proof of coverage and upon such demand an owner shall provide the same to the Association. The Association shall not be liable to an owner under any circumstance for that owner's failure to adequately insure their structure or the contents therein.

8. MONETARY PENALTIES

All Owners and their Guests, Agents, Tenants, Tenant's Guests, and invitees are subject to these rules and Owners are liable for the failure to comply. In matters related to violations of the CC & R's and Rules and Regulations where fines have been imposed, Owner's have "due process" rights to request a hearing before the Country Village Board of Directors to challenge the fines.

In addition to any other legal remedy allowed by law, and unless otherwise provided for herein, all violations are subject to monetary penalties deemed appropriate by the Board of Directors but shall not be less than:

1ST NOTICE:	Warning Letter
2ND NOTICE:	\$100.00
3RD NOTICE:	\$200.00
4 TH NOTICE:	Minimum of \$300 with subsequent monthly monetary penalties to be determined by the Board of Directors.

Notwithstanding anything to the contrary, if any action is taken on the property which requires submission of an architectural application, and if no architectural application has been submitted prior to commencing such action, the Owner shall be liable for a monetary penalty of up to \$250 and may be subject to additional enforcement measures as well as removal of the non-approved or non-submitted item(s).

The Board reserves the right to impose daily penalties of up to \$50.00 per day, or penalties greater than listed above if, in its sole discretion, the penalties are warranted and the violations are serious or constitute a continuous violation. The Board also has the authority to decrease or waive the amount of monetary penalties after a hearing if the Board decides such action is appropriate under the circumstances.

Parking violations could subject your vehicle to being towed at your expense in addition to monetary penalties and legal action.

Assessment Violation: Assessments are the regular monthly assessment, commonly referred to as dues, and any special assessment. Homeowners assessments are due on the first of each month and are subject to a late fee, in the amount of \$10, and interest at the rate of six percent (6%) if not received within thirty days of the payment due date. The Association shall also have lien rights as allowed by law.

NOTE: MONETARY PENALTIES ARE IN ADDITION TO THE HOMEOWNER'S RESPONSIBILITY TO REMOVE, REPLACE, OR OTHERWISE CORRECT THE OFFENDING ACTION FOR WHICH THE MONETARY PENALTY WAS LEVIED.

ASSOCIATION MEMBERSHIP MEETING AND VOTING RULES
As Required by Civil Code §5105

Article 1
Memberships, Meetings and Voting Rights

- A. There are two types of Membership meetings. Regular Annual meetings are held once every year to elect directors and to conduct such other business as properly comes up at the meeting. Special meetings can be called by the President or any vice president or the secretary or any two directors.
- B. All Members of the Association who are in Good Standing may vote at all Membership meetings. All Members are considered to be in “Good Standing” for voting purposes unless their membership rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors for failure to pay assessments or for infractions of the rules and regulations and in accordance with Article IV, Section 2 of the Bylaws, California Corporations Code Section 7341 and Civil Code Section 5855. Only persons who are shown on title to the recorded deed for a Lot may be Members. In the event that an entity (corporation, trust, etc.) is the record owner, one person shall be designated by the entity to act on behalf of the entity and shall be deemed the “Member” for purposes of these Rules.
- C. All Membership meetings shall be conducted in accordance with a recognized system of parliamentary procedure or such other procedures as the Members may adopt.
- D. For purposes of electing Directors, each membership will have one vote for each vacancy on the Board. For all other matters submitted to the Members for a vote, each Membership shall have one vote for each matter to be voted on. If there is more than one owner of a Lot, each of the owners is a “member”, but there is still only one “membership” for the Lot.
- E. All elections of Directors shall be done by secret written ballot. Voting will be allowed to be done by Secret Ballot as described below, at a Meeting by traditional paper ballot, or by Proxy as described below.
- F. For election of Directors, cumulative voting will be used as permitted by Article VII, Section 2 of the Association’s Bylaws. (“Cumulative Voting” means that a voter may cast all of their votes for one Candidate or divide up the votes among the Candidates as they desire.). Cumulative voting shall not be permitted for any matter other than election of Directors, regardless of the number of matters to be voted on. No fractional votes are permitted or allowed for any purpose.

Article 2
Board of Directors

- A. The Board of Directors shall consist of five (5) Directors. Each Director is elected for a term of one year.
- B. The only qualifications for election to the Board of Directors are that they are a member of the Association, have not been convicted of a felony, or declared of unsound mind by a court of competent jurisdiction.
- C. Directors must be elected solely by secret written ballot as provided in these Rules and Civil Code Section 5100, as amended, and any successor statute. Neither voice vote, show of hands, nor any method of voting other than secret written ballot, will be allowed for election of directors.
- D. The Board may adopt, amend or repeal these Meeting and Voting Rules from time to time so that they best suit the needs of the Association, however all such rule changes shall be done in accordance with the requirements of the Open Meeting Act and Operating Rule provisions of the California Civil Code.

Article 3
Annual Meeting and Notice

- A. The Association's Annual Meeting will be held on a date set by the Board as permitted in the Association's Bylaws. The Association shall send a Notice of Annual Meeting (Notice) to all Members not less than thirty (30) nor more than ninety (90) days before the date of the meeting.
- B. The Notice shall include the following:
1. The date, time and place of the meeting.
 2. The names of all Candidates as of the time the Notice is given to Members.
 3. The times at which the polls will open and close.
- C. In the case of a Special Meeting, the Notice shall also include a general statement of the nature of the business which is expected to be conducted at the meeting. No business other than that which was described in the Notice may be conducted at any Special Meeting.

Article 4
Nominations

A. A Nominating Committee shall be appointed annually by the Board to nominate any number of Candidates for election to the Board of Directors as the Nominating Committee determines is appropriate, but not less than the number of vacancies that are to be filled. The Nominating Committee shall consist of a Chair, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members, to serve until the close of the Annual Meeting.

B. The Nominating Committee will report their nominees to the Board at least thirty (30) days prior to the Annual Meeting date and prior to the notice of the Annual Meeting as specified in Article 3 herein. Any Member who has not been nominated by the Nominating Committee may become a Candidate by delivering to the Board or its managing agent a written notice of their candidacy or by being nominated in writing by another member.

C. Any Member may nominate himself or herself, or may be nominated by another Member, from the floor at the Annual Meeting.

Article 5
Candidate Communications

A. Any Candidate may submit a written statement ("Candidacy Statement") reasonably related to the election, including advocating a point of view. The Board of Directors may limit the length of the Candidacy Statement but will not otherwise edit the Statement. Candidacy Statements will be included with the Association's mailing of the Notice and Secret Ballot materials if the Candidacy Statements are provided prior to the Association's mailing. The Board may add a disclaimer to any mailing of Candidate Statements to the effect that any comments are those of the Candidate and not necessarily those of the Association or the Board, and that the Association is not responsible for them.

B. If any Candidate or Member advocating a point of view is provided access to Association media (such as newsletters, Internet or website, etc.) during a campaign for the Board of Directors for purposes reasonably related to that election, equal access shall be provided to all Candidates and other Members who desire to state a point of view for purposes reasonably related to that election. The Board shall not edit or redact these statements but the Board may add a disclaimer to such communication to the effect that any comments are those of the Candidate and not necessarily those of the Association or the Board, and that the Association is not responsible for them.

C. Access to common area meeting space will be made available to all Candidates and Members advocating a point of view, for purposes reasonably related to the election,

at no charge, at reasonable times. If there is a candidate forum, or meet the candidate function, all Candidates shall be permitted to participate.

D. No campaign posters or other election materials may be placed or posted anywhere on the Common Area of the Association other than those general Notices as may be placed by the Association.

Article 6 **Secret Ballots**

A. For purposes of these Rules, the capitalized words “Secret Ballot” means a form of written ballot described in the California Civil Code which is intended to be cast by mail or delivery without the voting Member being personally present at a Meeting. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:

1. A vote of the Membership regarding assessment increases;
2. Elections for the Association’s Board of Directors;
3. Amendments to the Governing Documents;
4. Grant of exclusive-use Common Area pursuant to Civil Code Section 4600;
5. Any other purpose as required in the Bylaws or the Civil Code.

Article 7 **Secret Ballot Procedures**

A. Prior to distribution of the Secret Ballots to the members by the Association, the Inspector will determine the location where the sealed Secret Ballots are to be mailed or delivered and where the Inspector or their designee, which can include the Association’s Management Company, will receive them. The Inspectors or their designee will maintain custody of the sealed Secret Ballots until the time for counting of the Secret Ballots by the Inspectors.

B. Not less than thirty (30) days prior to any Membership Meeting in which voting by Secret Ballot will occur, the Association shall mail to Members in good standing, by first-class mail, the Secret Ballots, along with two envelopes, pre-addressed to the Inspectors, together with instructions on how to vote and return the Secret Ballots.

C. In any election of Directors, the Secret Ballot shall contain the names of all Candidates who have been nominated as of the time of mailing. The Secret Ballot may provide space for write-in Candidates.

D. A write-in Candidate subsequently must be nominated from the floor at the Membership Meeting, by himself/herself, or by another Member, for the write-in votes to be valid.

E. The Secret Ballot shall NOT require a signature or any other identification, nor identify the Member by name, address, lot number. If any Member signs the Secret Ballot or otherwise identifies himself/herself, it shall be accepted by the Inspectors as a valid Secret Ballot.

F. The Secret Ballot must be inserted into a blank envelope (Envelope #1) and the envelope sealed. If the Member signs Envelope #1, or otherwise identifies himself or herself on that envelope, it may still be accepted by the Inspectors as valid.

G. The sealed Envelope #1 must be inserted into a second, pre-addressed envelope (Envelope #2), which should then be sealed. In upper left-hand corner of Envelope #2, the Member MUST print and sign his or her name, address, and the lot number that entitles him/her to vote. If the Member does not complete the envelope in accordance with this State statutory requirement, the Secret Ballot will NOT be accepted nor counted towards the Election, or otherwise.

H. Any owners who own more than one Lot must submit separate sealed Secret Ballot envelopes (#1 and #2) for each Lot owned.

I. Secret Ballots may be mailed or delivered by hand to the location designated by the Inspector. The Member may request a receipt for hand delivery of the sealed Envelope #2 to the location designated by the Inspector. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location selected by the inspector.

J. Only Secret Ballots prepared by the Association will be accepted by the Inspector either by mail or in person.

Article 8
Inspector(s) of Election for Secret Ballot Count

A. The Secret Ballot count shall be supervised by an Inspector or Inspectors of Election. There may be either one (1) or three (3) Inspectors of Election. (The singular word "Inspector" shall refer to both one (1) inspector and three (3) Inspectors in these Rules).

B. Not less than thirty (30) days prior to the date of the Annual Meeting, or any Membership meeting in which Secret Ballots will be cast, Inspectors will be selected and appointed by the Board of Directors in an open Board meeting.

C. The Board may select a Member or Members of the Association as Inspector, provided, however, that such Member is not:

1. A Member of the existing Board of Directors;
2. A Candidate for election to the Board of Directors;
3. A relative of a Member of the Board, or Candidate; or
4. A person currently employed by or under contract to the Association.

D. The Board may select a non-member of the Association as Inspector, provided, however, that such non-member is an independent third party, including, but not limited to, a volunteer poll worker with the county registrar of Voters, a licensee of the California Board of Accountancy, or a California notary public, and, provided that such non-member is not currently employed by or under contract to the Association for other compensable services, except the Board may hire a CPA, accounting firm, or it's property management company to act as inspector even though these persons may be employed by the Association.

E. The Board may in its discretion, pay compensation to a non-member Inspector.

F. The Board may, but shall not be required to, submit the selection of the Inspectors to a vote of the Association Members in attendance at any membership Meeting. Notwithstanding the foregoing, if the Board fails to appoint Inspectors(s) prior to a Meeting, then upon motion of the Members, the Board shall allow the Members to elect disinterested Inspectors.

Article 9 **Duties of Inspector(s) of Election**

A. The Inspector shall do all of the following:

1. Determine the number of Memberships entitled to vote and the voting power of each;
2. Determine the authenticity, validity and effect of proxies, if any;
3. Determine when the polls are to close;
4. Hear and determine all challenges and questions arising out of or in connection with Members' right to vote;
5. Receive and count the Secret Ballots;
6. Determine the results of the election by counting the Secret Ballots; and
7. Perform any acts as may be proper to conduct the election in good faith, with fairness and impartiality to all Members, in accordance with these Rules.

B. The Inspectors may appoint additional persons to tabulate the Secret Ballots subject to the Inspectors's supervision and count, unless prohibited by State statute.

C. If there are three (3) inspectors, the decision or act of majority shall be effective in all respects as the decision or act of all.

D. Any report made by the Inspectors is prima facie evidence of the facts stated in the report.

E. Inspectors must perform their duties in good faith, to the best of the Inspector's ability, and as expeditiously as practical.

Article 10 **Proxies**

A. Proxies will be accepted pursuant to the Bylaws if those Proxies are determined by the Inspector to meet the requirements of the Bylaws and the California Corporations Code. The Association shall not be obligated to prepare and mail proxies to the owners.

B. Any instruction given in a Proxy that directs the manner in which the Proxy Holder is to cast the vote must be set forth on a separate page of the Proxy so that can be detached and given to the Proxy Holder to facilitate the casting of votes as directed in the Proxy.

C. In any election where, under these Rules, the Member would utilize a secret written ballot, the Proxy Holder shall also cast the Members's vote by secret written ballot.

D. Every Proxy Holder is bound to cast votes on behalf of the Proxy Giver as directed in the Proxy, if any such direction has been indicated. Neither the Association nor the Inspector will be responsible for ensuring that the Proxy Holder votes the Proxy in accordance with the Member's direction.

Article 11 **Secret Ballots Are Not Revocable**

A. Once a Member mails or delivers his/her Secret Ballot to the location selected by the Inspector, that Secret Ballot cannot be changed or revoked.

B. If more than one Secret Ballot is received for any property, the first Secret Ballot received will be the one counted. If it cannot be determined which Secret Ballot was the earliest received, then the earliest postmarked Ballot will be counted. In the event that it is not reasonably possible to determine which Secret Ballot was received first, or mailed first, then no Secret Ballot will be counted for that Membership except for the purpose of establishing a Quorum.

Article 12
Registration of Secret Ballots at the Meeting

- A. The Inspector (or their designee unless prohibited by State statute) will register all Secret Ballots which have been received by noting their receipt on a current Membership roster as provided by the Association.
- B. The Inspector shall verify that all Secret Ballots are sealed in two sealed pre-addressed envelopes and contain all required information on the upper left-hand corner of Envelope #2.
- C. If a Member brings Secret Ballots for other Members to any Membership meeting the Secret Ballots must also be sealed in separate individual Envelopes #1 and #2 as required above. The Inspector (or their designee unless prohibited by State statute) will register those Secret Ballots along with all others that have been received. The Inspector will make all necessary determinations regarding the sealed Secret Ballot envelopes.
- D. The Inspector will review the information provided on the upper left-hand corner of Envelope #2. The Inspector will require, at a minimum, the following:
1. That the printed name of the Member is legible or determinable, and matches the name of at least one of the record owners of the property as shown on the Association's Membership list;
 2. That the Member's signature is on Envelope #2; and
 3. The property information shown on Envelope #2 corresponds to the Member's address on the Association's Membership list or address of the property within the development.
- E. If, in the sole discretion of the Inspector, the requirements above are not met, the Secret Ballot will not be registered, and will not be valid for any purpose, including establishing Quorum.
- F. The Association's Managing Agent shall provide the Inspector with a list of those Members whose rights and privileges have been suspended, along with minutes of the meeting/hearing at which the suspension was imposed. The Inspector will take appropriate steps, including making notations or otherwise marking the Membership registration list and/or sealed Secret Ballot envelopes, to prevent properly suspended Members from voting at the Membership meeting.

Article 13
Observation and Custody of Secret Ballots

- A. Any Board Member, Candidate or other Member of the Association may witness the registration of sealed Secret Ballots, Proxies (if any), and the counting and tabulation of Secret Ballots.

B. No person, including any Member of the Association, or any employee or Association manager may open or otherwise review or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.

C. The Secret Ballots will at all times be in the custody of the Inspector, or the Inspector's designee until one year after the tabulation of the Secret Ballots, at which time custody will be transferred to the Association.

Article 14
Registration of Members in Person

A. A Member who chooses to vote in person at any Membership meeting must sign in at the registration table area.

B. If a Member has not previously voted their Secret Ballot, the Inspector will give the Member a secret paper ballot to mark and cast at the meeting.

Article 15
Registration of Proxies

If a person brings Proxies to any Membership meeting, the Inspector will review and make all necessary determinations regarding those Proxies, including their validity, provided, however, that the Inspector will not review any provision of a Proxy that provides direction as to how the Secret Ballot shall be voted. If the Proxy direction cannot be separated from the Proxy, the Inspector shall determine whether to reject the Proxy. However, no Proxy in and of itself may be counted as a ballot or vote and all Proxies must be voted by a secret paper ballot cast at the meeting.

Article 16
Determination of Quorum

A. The Inspector will determine the number of members in good standing necessary to constitute a quorum, whether a Quorum has been obtained based upon the number of Members present in person at the meeting, or by Proxy, and those voting by Secret Ballot. Upon determination that a Quorum has been obtained the Meeting may proceed. The Inspector may close registration at the polls when all of those Members who are present and desire to be registered have done so.

B. In Meetings at which Directors are to be elected, once registration at the polls has been closed, if a Quorum is present and the point in the Agenda has been reached, the meeting may proceed with nominations from the floor to determine whether there are any additional candidates. Further, unless those candidates have submitted their written

nomination to the Board, write-in candidates must also be nominated from the floor. Every Nominee must agree - either personally at the Meeting or in writing prior to the Meeting - to serve as a Director if elected.

C. Any meeting Ballots which are cast in person at the Annual Meeting and put directly into the ballot box without Envelopes #1 and #2 for that meeting will not be valid for the adjourned meeting. Secret Ballots which are mailed or delivered to the Inspector (or their designee) in properly completed, sealed Envelopes #1 and #2 will be valid for adjourned meetings.

Article 17 **Counting and Tabulation**

A. Once the Balloting has been closed by the Inspector, the Inspector or their designee, if applicable, shall open the sealed envelopes and begin the counting and tabulation of the Secret Ballots.

B. Any Member may view the process of counting and tabulation of ballots. The tabulation process may be moved to another room or area so as to avoid disruption of the Meeting, and to avoid distraction, but such location shall nonetheless be open to any Member who desires to observe the counting and tabulation process.

C. Any Member may witness the counting and tabulation from a distance of no less than five (5) feet from any Inspector or their designee if applicable. No Member including any Candidate, may disrupt or disturb the Inspector and/or their designee during the inspection, registration, counting or tabulation process. Inspectors may cause the removal of any person who interferes with the counting and tabulation process.

D. The Inspector will provide the members of the Board with a final count and tabulation of the ballots.

E. Neither the Inspector nor tabulators shall provide any interim counts or tabulations, but may provide to the Board estimates of the time necessary to complete the counting and tabulation process.

F. All Secret Ballots must be legible and clearly marked. If any ballot is marked to cast more votes than the maximum number of votes allowed for that election, no votes will be counted, and the ballot will be used for Quorum purposes only.

G. The Inspector may request that the meeting be recessed to allow the Inspector to complete the counting and tabulation of the ballots. Ordinarily such a recess shall only be for such a period as necessary to complete the tabulation process. If any recess will necessitate reconvening on a different date, notice of the recessed meeting will be given to all Members at the meeting where the counting and tabulation occurs, and will identify

the location, date and times when the counting and tabulation will be resumed. The Inspector will continue to maintain custody of all ballots until the counting and tabulation is complete.

H. The Inspector will certify the results of the Membership election by completing a report and providing it to the Board.

Article 18 **Election Results**

A. Results of the election shall be promptly reported to the Board of Directors and the President of the Board shall promptly announce the results to the Members present at the Meeting. The announcement of results shall identify the Candidates and the number of votes received by each. Those Candidates who have received the greatest number of votes shall be elected to fill vacancies on the Board, up to the total number of vacancies sought to be filled. The results of the election shall be noted in the minutes of the Meeting at which the election took place and shall be recorded in the minutes of the next meeting of the Board.

B. Results shall be available for review by all Members after the certification by the Inspector. Within fifteen (15) days of the election, the Board shall publicize the result of the election in a communication directed to all the Members.

C. In the event of a tie vote among any number of the Candidates, the tie shall be broken by lot using any method upon which the tied Candidates may agree. In the event that the Candidates are unable to agree upon a method of breaking the tie, then the parties shall each draw a card from a standard deck of cards and that person (or those persons if more than one) drawing the highest ranking card(s) shall be deemed the winner. The 'rank' of cards shall include both the numerical rank, with the face cards ranked highest to lowest as Ace - King - Queen - Jack, and the suits ranked highest to lowest as Spades - Hearts - Diamonds - Clubs.

Article 19 **Election Recount**

A recount may be requested by any unsuccessful Candidate. A request for recount shall be in writing, delivered to the Inspector, and shall specify the good cause reasons for the request. A recount may be denied or granted in the sole discretion of the Inspector, reasonably exercise, upon such terms and conditions (including assumption of costs by the requesting Candidate) as the Inspector may reasonably impose. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

Article 20
Election Challenge

A. The results of an election may be challenged within one year of the election. In the event of an election challenge and upon receipt of a written request from a Member delivered to the Inspector, the Association will make the ballots and Secret Ballots available for inspection and review by Association Members or their authorized representatives. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.

B. All meeting ballots and Secret Ballots will be stored by the Association in a secure place for no less than one year after the date of an election.

Article 21
Consultation With Association Legal Counsel

The Inspector has the authority to confer with Association legal counsel in advance of, or at the meeting where ballots are to be counted. Legal counsel represents the Association and does not represent Members, Inspector, Board Members, management or any other person. By the adoption of these Rules, Association legal counsel has been authorized by the Board of Directors to provide advice, as determined necessary or prudent by legal counsel, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector performing its duties for the Association, and the Association waives the attorney-client confidential communication privilege for that limited purpose.

Article 22
Use of Association Funds for Campaign Purposes

A. Association funds may not be used for campaign purposes in connection with any Association election except to the extent necessary to comply with the duties of the Association imposed by law. Campaign purposes include, but are not limited to:

1. Expressly advocating the election or defeat of any Candidate on the ballot;
2. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, except for the ballot, ballot materials, or a communication that is legally required, within 30 days of an election.

B. Campaign purposes do not include communications for which equal access is given as referenced above.