

7049 - Seascope - Redondo Homeowners Association, Inc.

Rules

Civil Code 4225 requires that this notice be placed as the cover page on the governing documents.

Civil Code 4225. Board Authority to Delete Discriminatory Covenants.

(a) No declaration or other governing document shall include a restrictive covenant in violation of Section 12955 of the Government Code.

Government Code §12956.1. Discriminatory Restrictions Disclosure.

(a) As used in this section, "association," "governing documents," and "declaration" have the same meanings as set forth in Section 4000 et al. of the Civil Code.

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons

AB 3182 went into effect on January 1, 2021 regarding rental restrictions.

This Bill voids rental restrictions on January 1, 2021 but allows associations until December 31, 2021 to amend their governing documents. Please contact the Community Manager for any updates on amendments.

- * AB3182 makes unenforceable rental caps more restrictive than 25%
- * AB3182 allows 30-day lease restrictions but appears to void anything greater than 30 days
- * AB3182 mandates all associations amend their governing documents by 12/31/21 if needed to comply with the bill

Please be aware of the impact of AB 3182 when reviewing the governing documents related to Rental Restrictions.

END OF NOTICE

SEASCAPE ONE
Redondo
Homeowners Association

Rules
and
Regulations

SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

Rules and Regulations *Amended June 1998, August 2019, July 2020*

INTRODUCTION

Seascape One is a planned community of many families living closely together in a relatively-small area. Your decision to live in a condominium development, with its many advantages, signifies a willingness to forego the relatively restriction free environment of a private, single-family dwelling. That willingness and your endorsement of our C.C.&R.'s and Bylaws creates an obligation to respect your neighbors' rights, to modify your habits and actions in order to preclude encroachment and irritation and to be tolerant of your neighbors' minor offenses; in other words, to be cooperative, courteous and considerate. Acceptance of this obligation by all members is our best way to assure a well kept property, facilitates the protection of our property and the achievement of harmony.

In order to provide a uniform understanding of the behavior that will attain these objectives, the following set of Rules and Regulations (R&R's) has been established. It is our sincere hope that you, the homeowner and member of our Association, will see these Rules and Regulations as a set of rational controls which will protect the rights of each of us and will contribute to the mutual enjoyment of our living environment, our safety and the growth of our investment. With either the ownership or the rental of units at Seascape One, there comes an inherent acceptance of the Rules and Regulations and an obligation to abide by them. The Board of Directors may change, delete, or add to any or all of the Rules and Regulations at any time with due notice to all homeowners.

The expenses for the maintenance of the common areas depend in large measure on the care of treatment with which each resident and his/her guests use them. Owners and tenants should follow through will all complaints in writing to the Management Company. Complaints of either an emergency or of a minor nature should be reported by telephone directly to the Management Company. When writing or telephoning, direct your complaint to the property supervisor for Seascape One.

It is important to recognize that the Board of Directors of the Seascape One HOA cannot be expected to be the only entity concerned with enforcing the rules. It is equally important to understand that an unchallenged violation in no way constitutes a tacit acceptance of that violation or a waiver of the right of enforcement. Enforcement of any violation can be instituted at any time.

Authority for the Rules

These Rules and Regulations are authorized by and derived from the Declaration of Convenants, Conditions and Restrictions (CC&R's) dated August 25, 1978. In addition, each homeowner is responsible for compliance by members of his/her household, guests, employees/contractors, and tenants. Homeowners who lease a unit must include in the lease agreement a statement that tenants will observe the Rules and Regulations. Homeowners must ensure that their tenants have a current copy of these rules. We recommend that the owner obtain a signed statement from renters stating that they have received the Seascape One Rules and Regulations revised June 1998. Furthermore, each owner is responsible for assisting in ensuring the compliance with the Rules and Regulations by all other members of the community, guests, and tenants.

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Definition

The Common Area comprises all spaces outside the interior walls of each unit.

The term “owner”, whenever used in this document, equally applies to the term “tenant”.

The Association contracts with an outside agent to manage the day-to-day business of the homeowners association and to perform special duties. This agent will be referred to in this document as the Management Company.

ENFORCEMENT OF THE RULES

In accordance with the CC&R’s, the Association, acting through the Board of Directors, is charged with the responsibility of maintaining and managing the Common Areas of the Association, and with enforcing the Rules and Regulations and the CC&R’s.

To ensure compliance with the Rules and Regulations for the benefit of all owners, the Board of Directors will investigate all alleged violations of the rules. If the Board of Directors determines that a violation does exist, every effort will be made to personally contact the owner with the hope of resolving the problem on an informal basis. It is believed that most problems may be solved by this friendly method of working together as mutually concerned owners.

If this method does not produce results, the Board of Directors shall follow the procedures below in levying fines for each confirmed violation.

FINE STRUCTURE FOR VIOLATION OF THE ASSOCIATION RULES AND REGULATION AND/OR THE CC&R’s

1st TIME VIOLATION – WRITTEN NOTICE/WARNING

Upon notification of violation of CC&Rs and/or Rules, the Management Company on behalf of the Board of Directors will notify Unit Owner, sending a NOTICE OF VIOLATION to the resident and/or homeowner, clearly citing the violation. Owner has 30 days to take action to correct the Violation and notify the Management Company of corrective action.

2nd TIME VIOLATION – HEARING/POSSIBLE FINE

Based upon notice to the Board of an uncorrected infraction by a report by the Management Company or by a homeowner for a previously violated rule, the Board may, at its discretion, request the Management Company to issue a second written notice to the homeowner and/or resident. The letter from the Management Company will contain notification that a hearing will be conducted at the following Board meeting and that a fine of \$50 may be levied at this meeting unless the homeowner responds to the Board’s concerns at the next Board meeting or cures the infraction (if it is on-going) within 30 days.

3rd TIME VIOLATION – \$100 FINE

The same procedure that is described in the 2nd TIME VIOLATION is applied if the infraction continues to be uncorrected; however, the assessed fine may be \$100 at the Board’s discretion.

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- ***Fine Schedule***

Penalties (fines) for violations of the Association's governing documents may also be assessed, after notice and a hearing, in accordance with the Rules and Regulations as they may be from time to time amended. The complete Rules and Regulations, or amendments are mailed to the membership pursuant to California Law and the governing documents.

First Violation (within 12 months) – Violation letter is mailed to the owner of record.

Second Violation (within 12 months) – Hearing notice is mailed to the owner of record indicating that a hearing will be held at the following board meeting and that a fine of \$50 may be levied.

All further violations (within 12 months) may result in a \$100.00 fine per occurrence.

Any fines levied may be appealed to the Board of Directors.

OTHER NOTES

The above procedures and fines are unique to each rule violated. Assessments for rule and/or CC&R violations will be added to the monthly association's dues now billed by the Management Company. Levied fines will be cumulative.

The Board may, at its discretion, continue to assess a homeowner a monthly fine of \$100 for a serious on-going infraction until a satisfactory remedy is evident. when it is required to send written notices to homeowners requesting their appearance at a Board meeting to discuss possible rule infractions, these notices will be sent not less than ten (10) nor more than 30 days prior to the Board meeting that the homeowners are requested to attend.

DELINQUENT ASSESSMENT POLICY

Homeowner's monthly association payments are due on the first of each month. Payment coupons are provided as a courtesy. The following assessment collection practices and policies will be observed by the Board of Directors, pursuant to the CC&R's and Civil Code § 1365(d):

1. Regular monthly assessments are due and payable on the first day of every month.
2. All other assessments, including Special Assessments are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (Civil Code § 1367(a)).
4. Unpaid assessments are delinquent fifteen (15) days after they are due. (Civil Code § 1366(d)).
5. If an assessment becomes at least fifteen (15) days delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address of record. A late charge of fifteen dollars (\$15.00) plus a collection cost of \$15.00 will be charged for any assessment which is not received on or before the fifteenth (15) day of every month. (Governing Documents)

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6. Interest on the balance due will accrue at the rate of twelve percent (12%) per annum commencing thirty (30) days after each assessment becomes due pursuant to Civil Code § 1366(d)(3).
7. If an assessment becomes more than forty five (45) days delinquent, the Association may send a Notice of Intent to Lien to the owner, required by Civil Code § 1367(a), by certified mail to the owner's address of record. The owner will be charged (contact Management) for the Notice of Intent to Lien letter.
8. If the owner fails to pay the amounts set forth in the Notice of Intent to Lien letter within thirty (30) days of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. A copy of the lien will be sent to the owner at his/her address of record by certified mail within ten (10) days of recordation thereof (Civil Code § 1367(b)). After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure. (Civil Code 1367(e)).
9. If an owner pays all amounts required by Civil Code §1366.3, and meets the requirements of that section, the Association may inform the owner that he/she may resolve the dispute as outlined in Civil Code § 1354, civil action, or by other procedures available through the Association.
10. If the balance due is not paid upon demand, the matter may be turned over for legal action, including but not limited to the recordation of a lien and the filing of an action to foreclose the assessment lien and/or for a money judgment.
11. The delinquent owner will be responsible for all costs of collection, including attorney's fees, incurred by the Association to collect any delinquent sums (Civil Code §1354(f) & §1366(d)(1)).
12. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
13. The Association will charge (contact Management) to the owner for a returned check.

The following charges may be assessed in accordance with the Association's Delinquent Assessment Collection Policy:

<u>Description</u>	<u>Amount</u>
Regular Assessment	Variable Annually
Late Charges	6%
Collection Costs (regular-per month)	(contact management)
Interest	10% per annum
Notice of Intent to Lien	(contact management)
Lien Fee	(contact management)
Attorney Referral Fee	(contact management)
NSF Fee (returned check)	(contact management)

In addition, if a matter is sent to counsel for legal action, or to a collection service for non-judicial foreclosure or other action, the owner will be responsible for the attorneys' fees and costs incurred by such action. If a small claims legal action is commenced, the owner will be responsible for all costs,

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including but not limited to administrative fees, filing fees, process server fees, and court appearance fees.

If an account is delinquent, the owner's voting rights and/or the privileges of the owner and the owner's guests, tenants and family members to use the common area facilities rights may be suspended following notice and an opportunity for a hearing pursuant to California Corporations Code 7341 and the Association's Bylaws. Any such suspension shall continue for as long as the delinquency continues.

General Community

1. Responsibility. Condominium owners are responsible for the action of their tenants and guests and may be fined for rule violation by their tenants or guests or charged for damages done to the common area or Association property.
2. Copy of Rules. Each owner must furnish a copy of the current Rules and Regulations to any new tenant. Tenants may be refused access to recreational facilities until this requirement is met.
3. Current Information. Each owner must provide the Management Company with the following information before a tenant moves into the unit:
 - a. Name(s) of tenant(s) residing on the property.
 - b. Tenant's home, business and emergency telephone numbers.
 - c. Tenant's automobile make/model(s) and license number(s).
4. Signs. Exterior "For Sale", "For Lease" or "For Rent" signs or posting any type are prohibited within the complex – this includes on windows, doors, and patios. Such signs are only allowed on the signboard located on Catalina Avenue, and the signs must conform to posting rules.

As cited in the C.C.&R.'s, Paragraph 2.4, there will be certain restriction applicable for the hanging of "For Sale" and "For Rent" sign. Please contact the Management Company in reference to these restrictions. These restrictions are the following:

Any individual homeowner may place one for sale or for rent sign on the SSI Sign Board per unit for a period of three months. After that time, the Board must either grant or deny an extension depending on whether that space is needed for any new signs.

Realtors may place a for sale or for rent sign on behalf of an owner under the same rules as above. However, they must have a signed listing agreement with the owner, which includes the owner's permission for the sign. These should be on file with the Management Company whenever a sign is posted.

Before posting any signs to the sign board permission must be received by the Management Company, at which time the Management Company will advise as to the sign regulations.

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All signs must conform to the following:

Size: 12x18"

Color: Blue background with white lettering

Open House Signs: When holding an open house, one sign per unit may be placed at the SSI entrance on SSI property (not city property) and directional signs throughout the complex as needed. These open houses signs are a privilege and must be displayed tastefully. The Board may use its discretion to monitor the type and manner of their display and may have any signs removed which do not comply.

5. Exterior alternations or additions of any type are not permitted without the written consent of the Board of Directors. Submit your written request, plus a sketch, to the Management Company for approval by the Board prior to obtaining a building permit or contracting for work to be done. The Board of Directors reserves the right to withhold approval.
6. No article shall be shaken or hung from doors, windows, or balconies.
7. No individual cable, radio or television antennas shall be installed on or upon the exterior of any unit, without the express written consent of the Board of Directors, except as provided in Rule #32, below.
8. The Homeowners Association provides access to the roof exclusively for maintenance purposes. Any resident requiring access to the roof must receive prior authorization from the Management Company.
9. Window air conditioners are not permitted.
10. Ball playing is not permitted in the common areas. Balls are not allowed to be bounced against the building.
11. Any damages to buildings, recreational facilities, equipment or other common area property caused by owner/tenant, his/her family, guests, agent or employees/contractors shall be at the expense of the applicable owner/tenant.
12. Use of skateboards, bicycles, roller skates, big wheels, or tricycles is not permitted on interior walkways.
13. Noise from the units (TV, radio, stereo, parties, etc.) must be contained within the interior of the unit of all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all in the community.
14. Flowerpots, planters or other articles are not permitted on ledges of patios or balconies due to possible property damage or personal injury.
15. No residents shall store unsightly items in the common area or have unsightly items visible from the common areas.
16. Obstruction of sidewalks, driveways, or entrance ways is prohibited. This includes parking of cars along the red-curbed areas, which are for fire and other emergency vehicles.

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17. No loud talking, unnecessary noise, boisterous conduct, or disruptive behavior is permitted in the common areas at any time. Common courtesy shall be observed at all times with respect to all other residents.
18. Patios, decks, and balconies shall not be used for storage purposes including, but not limited to, storage of parcels, boxes, crates, trash, bicycles, motorcycles, or other items.
19. Bicycles shall be stored inside a unit, or the private storage areas, or in the bicycle storage area provided for rental. The monthly bicycle storage fee is \$2. A key for the storage may be obtained through the Management Company. Bicycle storage is not allowed in the general garage area or in any other places in the common area.
20. Entryways are for access to your living unit. Obstruction of hallways and entries is prohibited.
21. **CEILING RESTRICTIONS:** Do NOT attempt to repair, cut holes in, nail into, puncture, install lighting fixtures, or attach partition walls, false beams, plants, kitchen cabinets, appliances, ceiling tile, or any other object or material directly to or in contact with the ceiling for any reason without first consulting a qualified technician. Heating elements run through the ceiling and may create severe electrical problems if damaged.
22. Water is paid for in common as is the electricity which operates the jets and spa. Do NOT waste these utilities.
23. **Common Area Keys:** Guard your common area keys with great care. There is a \$50.00 fee for additional and for replacement of common area keys or a security gate cards. Either can be obtained through the Management Company. This fee is subject to change.
24. Purchased grocery carts may not be left on interior walkways or elevator lobbies but must be returned to and stored only in the garage trash rooms. Commercial grocery carts not purchased are strictly prohibited on the property.
25. Trash must be contained in a tied plastic trash bag before discarding in trash chutes, trash dumpster or trash room.
26. Trash may not be left in garages outside of trash rooms.
27. Stairwell doors must remain closed at all times as a fire safety requirement.
28. Floor mats with rubber backing are not permitted on walkway or deck surfaces.
29. Plants must be elevated from walkway and deck surfaces.
30. Each homeowner must have the owner's unit number clearly visible by flashlight in the unit's doorway, using numerals no less than 2" in height that do not detract from the general appearance of the property.
31. Homeowners, residents, guests, employees and suppliers/contractors are prohibited from walking through the landscape, except on a formal walkway or lawn.
32. Television Antenna And Satellite Dish Policy

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1. Introduction

The Federal Communications Commission (“FCC”) adopted a new rule concerning the ability of homeowners associations to control the installation of small (less than 39” in diameter) television satellite dishes (such as the small Sony, RCA, Primestar and similar dishes).

The new FCC rule permits the Association to allow owners to install small dishes within private patio, deck and balcony areas, regardless of the complete prohibition against antennas contained in the CC&R’s. In accordance with the FCC rule, the Association may control the location of the antenna within the patio, deck, and balcony areas, and the Association may require reasonable screening or concealment of the dish, such as painting the antenna, as long as the conditions will not unreasonably increase the cost of the system or render reception of a signal impossible or substantially degraded.

2. Prohibition Against Common Area Installation

The FCC rules do not allow you to install a dish or any other kind of antenna on the common area real property, or on any portion of the building which is common area, such as on a wall or on a roof. If you do install any type of antenna on common area without prior approval from the Association, or in a manner otherwise in violation of the new FCC Rule, you could be required to incur the costs to relocate or remove the antenna, in addition to the costs of repairing the common area. Further, the Association may remove the dish at the owner’s expense pursuant to Article III, Section 3.5(b) of the CC&R’s.

3. Patio, Balcony and Deck Installations

Dishes 39” or less in diameter may be installed within the perimeter boundaries of a unit’s private patio, balcony, or deck provided:

- A. The owner notifies the Architectural Committee in writing of the owner’s intent to install and maintain the dish before the dish is installed.
- B. The dish is painted gray to match the Association’s color scheme.
- C. The dish is otherwise screened or concealed to the Architectural Committee’s reasonable satisfaction, provided that the Committee’s requirements shall not unreasonably increase the cost of the installation, unreasonably delay the installation, or preclude the ability to receive an acceptable quality signal; and
- D. The owner causes all damage resulting from the installation and/or removal of the dish to be repaired, in accordance with Article III, Section 3.7(c) of the CC&R’s.

Failure to follow these requirements may result in the owner incurring the costs to relocate or remove the dish, in addition to the costs of repairing all damage caused by installation and/or removal of dish.

33. The disposal in kitchen garbage disposals or other condominium unit or common area drains of coffee grounds, uncooked potato peels, celery, artichokes or other fibrous vegetables and of any other material not recommended for garbage disposal or plumbing drains is prohibited.

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Parking

1. Residents must observe a speed limit of five (5) miles per hour in the driveways and garage area for the safety of everyone.
2. Private vehicles parked in "NO PARKING" zones or unauthorized parking in assigned stalls are subject to tow-away for impound storage at the vehicle owner's expense.

Any homeowner may initiate this action when a vehicle infringes upon his/her rights and privileges.

3. To ensure maximum use of the limited parking available, vehicles should be parked between lines and fully into the parking space, limiting one (1) vehicle per space.
4. No trailers, boats, campers, camper shells, motor coaches, or trucks that exceed six (6) feet in height are to be parked within garages.
5. The front parking area is for VISITORS only.
6. No house trailers, boats, boat trailers, campers, trucks, or similar vehicles which exceed the dimensions of the parking spaces provided shall be parked in any of the guest parking areas or in the streets of the project. They may only be temporarily parked therein for loading and/or unloading.
7. Vehicles with oil leaks must be repaired. All leaks on the cement must be promptly and thoroughly cleaned.

Laundry Areas

1. Report any broken machines immediately to the laundry service or advise the Management Company for prompt attention.
2. Please place all trash in trash containers.
3. Clean washers and dryers after use, including lint and soap trays.
4. Remove laundry from machines promptly after the cycle is finished, as other may be waiting to use them.
5. Laundry rooms should be kept locked at all times.
6. Do not use laundry facilities before 8:00 a.m. or after 10:00 p.m.

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Pets

The CC&R's are very explicit:

1. "2.7 Animals. One domesticated dog, cat or other commonly accepted household pet, caged birds, and fish in a household aquarium may be kept and maintained in a unit, provided such pets are kept for non-commercial purposes, and further provided such pets shall not be permitted in the common areas except in accordance with the Association."
2. Any pet of an uncommon or unusual nature will require prior approval by the Board of Directors before being allowed to inhabit a residence.
3. Control of Animals – pets shall be kept on a leash and under control at all times within the common areas.
4. Removal of litter – any litter deposited by pets within the common area shall be removed immediately by the owner of the animal. The owner to avoid odors shall remove any litter deposited within patio areas daily.
5. Pets are not to be allowed to run loose about the complex.
6. The Board of Directors reserves the right to request removal of any undesirable pet that creates a nuisance by excessive noise, barking, debris, or running loose.

Pool

1. An adult must accompany children under 16 years of age. No lifeguard is on duty. All residents and guests use the pool at their own risk.
2. The use of the pool is expressly limited to residents and their invited guests. The resident must accompany guests.
3. No running, pushing, or horseplay around or in the pool area will be permitted. This includes "dunking", ball games, tag, etc. The pool is for swimming only.
4. No surf mats, surfboards, or other large objects of this nature will be permitted in the swimming pool. No wheeled objects are allowed in the pool area, with the exception of wheelchairs for handicapped persons. No ball playing is allowed.
5. No person may enter the water after application of any tanning preparation without first showering to remove this material.
6. No diving from any bench, table, etc.
7. The "buddy system" is recommended to be used by all swimmers at all times. This simply means that for safety, no one should swim alone.
8. Playing with, destroying, or placing in the pool any of the pool furniture will not be tolerated. This also applies to life preservers, life saving hooks, etc., which are for rescue purposes only.

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9. No glass is allowed in the pool area.
10. Food and drinks are allowed in the pool area but are not to be consumed while in the pool.
11. Pets are not allowed in the pool area at any time.
12. The pool may not be reserved for private parties.
13. Radios must be used only with headsets, which prevent them from being heard by anyone other than the person wearing the headset.
14. Pool furniture must remain in the pool area. Use towels on furniture to reduce wear and tear to the furniture.
15. For sanitary reasons, children under the age of two (2) or wearing diapers are absolutely not permitted in the Jacuzzi or pool. Parents of any child responsible for soiling the pool will be billed for clean-up charges.
16. Nonresident owners may not use common area recreational facilities when the owner's unit has been leased or rented to a tenant who is not a family member of the owner.

Moving

1. The Management Company must be notified 72 hours in advanced of new residents needing access to the garage and the garage key (which interrupts operation of the automobile gate). Residents can pick up and return this key to the Management Company's office. A deposit will be required at the time the key is obtained. This gate must not be left unattended while open.
2. Residents are responsible for ensuring that their moving company and/or vans do not block access to the garages.
3. The fire roads are the jurisdiction of the Redondo Beach Fire Department and are not to be used by non-emergency vehicles. Any resident who wishes access to the fire road must contact the Fire Department at least 24 hours in advance and pay (in advance) a minimum of four (4) hours of stand-by fireman time to unlock the gate and supervise the use of the fire road.
4. Residents must prop corridor doors open instead of placing wedges in the door hinges (which causes damage). Repairs for any damage to these doors will be assessed to the parties responsible.
5. New residents must contact the Management Company to have their names placed on the building directory.
6. New residents at Seascape One must notify the management company in order to activate the electricity for their units. Notification should be made to the management company as soon as the electric company informs the resident that the power has been established on the new resident's account and that the electricity may be switched on for the unit.

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Seascape One Storage Locker guidelines:

1. Fire Department special codes are: Mesh netting 24 inches from ceiling must be installed.
2. Also, all items must be stored below the three- (3) foot level from the ceiling.
3. Association regulation: Must be painted gray in color to blend with the uniformity of the property.
4. Storage locker may not exceed the vehicle bumper. Also, no venting or other pipes may be enclosed.

SEE "PICTURE OF STORAGE LOCKER" ONLINE UNDER OWNER DOCUMENTS TAB

- ** Fire Department code states mesh netting must be installed for a full twenty-four (24) inches from ceiling.
- ** Floor to ceiling measurements eight (8) feet, seven (7) inches. (This may differ as all the garages have varied depths.
- ** Width is two (2) feet- eleven (11) inches. Can Not exceed the car bumper.
- ** Parking stall is eight (8) feet-six (6) inches

Adoption

These Rules and Regulations were adopted by the Seascape (One) - Redondo Homeowners Association Board of Directors, pursuant to Article III, Section 3.5 (f) of the Covenants, Conditions, and Restrictions and shall have the same force and effect.

Date: June 3, 1998

/s/ Marshall Gavin
Marshall Gavin, President

/s/ Grace Leland
Grace Leland, Secretary

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SEE "MAP OF COMMUNITY" ONLINE UNDER OWNER DOCUMENTS TAB

SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

SEASCAPE REDONDO HOMEOWNERS ASSOCIATION, INC.

SATELLITE DISH RULES

Satellite dishes may be placed on individual owner's decks or balconies only – and *only* if they are mounted in a way that doesn't involve penetration of the siding, deck (balcony) rails, deck (balcony) surfaces, or roof. Individual homeowners are not permitted to penetrate decks, siding, or roofs because wiring, hooks, nails, etc. will injure the siding and waterproof membranes beneath it. If you do not follow the HOA policy, you will be required to pay for repair and labor costs.

I. Preamble

These rules are adopted by the Board of Directors of Seascape Redondo Homeowners Association, Inc. on the 1st day of May 2003, effective June 1, 2003.

RECITALS

WHEREAS, the Seascape Redondo Homeowners Association, Inc. ("the Association") is responsible for governance and maintenance of the Association premises (the "Community"); and

WHEREAS, the Association exists pursuant to California law and the Association's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to sections of state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rules.

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Definitions

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it

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meets FCC standards for radio frequency emission. Cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. Transmission-only antenna — Any antenna used solely to transmit radio, television, cellular, or other signals.
- C. Owner - Any association unit owner. For the purpose of this rule only, “owner” includes a tenant who has the written permission of the unit owner to install antennas.
- D. Telecommunications signals - Signals received by DBS, television broadcast, and MDS antennas.
- E. Exclusive-use area - Limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in the appropriate association document that is next to the owner’s unit.

III. Installation Rules

- A. Antenna Size and Type
 - 1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
 - 2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
 - 3. Installation of transmission-only antennas are prohibited unless approved by the Board of Directors.
 - 4. All antennas not covered by the FCC rule are prohibited.
 - 5. No more than one antenna for each type of service may be installed by an owner.
- B. Location
 - 1. Antennas must be installed solely in the owners’ unit or on individually owned property or exclusive-use area, as designated on the Association’s Condominium Plan.
 - 2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
 - 3. Antennas must not encroach upon any common elements, any other owner’s individual unit or limited common element, or the air space of another owner’s limited common element.

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4. Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. Antennas may not be installed on common property, even if an acceptable quality signal cannot be received from an individually- owned or exclusive-use area.

C. Installation on Exclusive Use Areas

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.
3. Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits.
 - a. Contractor's General Liability (including completed operations): \$1,000,000.00.
 - b. Workers' Compensation: Statutory Limits.
4. The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.
5. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
6. There shall be no penetrations of exterior, exclusive-use areas of the building.

D. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas.
 - b. Repair damage to any property caused by antenna installation, maintenance or use.
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use.

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- d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use.
 - e. Restore antenna installation sites to their original condition.
 2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
 3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
 4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.
- E. Safety
 1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
 2. Antennas shall not obstruct access to or exits from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel and safe and easy access to the Association's physical plant.
 3. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.
 4. To prevent electrical and fire damage, antennas shall be permanently grounded.

IV. Antenna Camouflaging

- A. Antennas shall be painted to match the color of the structure to which they are installed.
- B. Exterior antenna wiring shall be installed so as to be minimally visible and must match the building exterior as closely as possible.

V. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

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VI. Association Maintenance of Locations Upon Which Antennas are Installed

- A. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
- B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by Association removal.

VII. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form and submit it to the Association's manager. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.
- B. If the installation is other than routine for any reason, the owner and the Association's manager must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

IX. Enforcement

- A. If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, a fine of \$50.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law and the governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
- B. In the event that an owner shall violate these rules by installation of an antenna directly onto the roof or the building siding, such owner shall be responsible for any resulting costs to the Association related to the breach/termination of the Association's building warranty on such items.
- C. If antenna installation poses a serious immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

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X. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

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SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

Resolution of Board of Directors of Seascope-Redondo Homeowners Association, Inc. And Adoption of Rules Regarding Short Term Rentals

WHEREAS, the Board of Directors is authorized under Association's Declaration of Covenants, Conditions, and Restrictions ("CC&R's") to promulgate rules and regulations in connection with the use of the entire project;

WHEREAS, the Association has an interest in maintaining the residential character of its property; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of the Association adopts the following rules with respect to the leasing of the units:

1. No Vacation Rentals. No owner may lease his or her unit for transient or hotel purposes, where 'transient or hotel purpose' means: (i) rental for any period less than thirty (30) days; (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service; (iii) any rental of rooms to multiple persons where such persons do not form a single household; and/or (iv) 'home swap' or time share arrangements.
2. No Rental Less Than 30 Days. No owner may lease his or her unit for a period of time less than (30) days.
3. Entire Unit. No owner may lease less than the entire unit.
4. Delegation of Common Area Privileges. When a unit is leased, the owner shall delegate to his or her tenants all right and privileges to use the common area facilities and the owner may not use such facilities unless or until he/she reoccupies the unit.
5. No Subletting. No tenant may sub-lease all or a portion of a unit.
6. Copy of Lease. No less than ten (10) days before any change in the occupancy of a unit, the unit owner must provide to the Association a copy

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of the lease agreement for the unit; the name, telephone number(s), vehicle make, model, and license plate information of the incoming occupants; and update the owner's off-site contact information.

7. Copy of Governing Documents. Prior to a tenant occupying a unit, the unit owner shall provide copies of the Association's Bylaws, CC&Rs and Rules and Regulations to the tenant.
8. Owner Liability. The owner of the unit shall at all times be and remain responsible to assure his or her tenants' compliance with the Association's governing documents and shall be liable to the Association for all damage caused to the property by the tenant(s)."

IT IS HEREBY RESOLVED FURTHER, that, after notice and a hearing, monetary penalties may be imposed against persons who violate these rules for up to \$1,000 per violation.

The imposition of monetary penalties shall be in addition to any other remedies provided by the Association's governing documents.

Dated: October 11, 2016

BOARD OF DIRECTORS

SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

Approved Rules Regarding Washer/Dryer Installations in Unit

Adopted October 15, 2019

Owners may install a clothes washer and/or dryer machine in their units under the following conditions:

- (a) Owners shall be responsible for all costs and expense related to the installation of the washer and dryer machines in their units, including, but not limited to (i) the costs and expenses of a feasibility study to determine the required retrofitting of all common area elements, including electrical lines, water lines, drains, and installation of venting, (ii) the costs and expenses related to the alteration or modification of common area electrical lines, water lines, drains, installation of venting, or any other required alterations to the common area, and (iii) the costs and expenses related to any alterations or modifications to the Owner's unit.
- (b) Owners must submit to the Board for approval a written architectural request, including the results of the feasibility study, the plans and specifications for installation of the washer and dryer in the unit including required alterations or modifications to the common area, if any, and any other documents requested by the Board for approval. Owners must obtain approval from the Board prior to obtaining a building permit or contracting for any work to be done. The Board of Directors reserves the right to withhold approval for installation of the washer or dryer in the unit in its sole and absolute discretion.
- (c) Installation of the washer and dryer machines must be properly permitted by all governmental authorities, and all work done in connection therewith must be in accordance with all applicable federal, state, and local laws, including building codes, and the Association's governing documents.
- (d) All contractors used for the installation of the washer and dryer machines must be properly license and insured. The Owner is responsible for all acts and damages caused by any contractors employed by the Owner for any alterations done to their unknit or the common area.

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- (e) Dryer vent exhaust lines shall not, under any circumstances, be allowed to vent into the common area walls, ceiling or floor spaces. Dryers must either vent to the outside, or Owners must use an indoor dryer vent.
- (f) Owners shall take all precautions and do all acts necessary, in accordance with the Association's governing documents, to minimize the noise and vibrations cause by the washer or dryer machines. The operation of any Owner installed washer or dryer machine will be subject to the Association's nuisance restrictions.
- (g) Hours of use for any Owner-installed washer or dryer in unit shall be limited to the hours of 8:00 a.m. to 10:00 p.m.
- (h) Owners shall be responsible for all damages caused to their unit, the units of other Owners, or to the common area, and for all claims of any nature whatsoever, caused by the installation, use, or maintenance, repair, or removal of their washer and dryer units.

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SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

Camera Access Policy – Approved by the Board of Directors on March 8, 2021

1. Installation of Cameras: Cameras are to monitor/document for the record incidents of rules violations, vandalism, and/or other criminal activities which may occur in the common area.
 - Each camera is a continuous recording device and will monitor some selected common areas, including the gate entrance.
 - Cameras are NOT continuously monitored by any specific company or individual and, therefore, should not be relied upon by owners for security purposes.

2. Restrictions:
 - The cameras are not used to monitor any one specific unit.
 - The cameras may not be utilized as private use by any individual.
 - The cameras and all equipment are the property of the Association and under the control of the Association's Board of Directors ("Board").

3. Purposes/Uses:
 - Cameras are intended as a deterrent.
 - If an incident occurs in the Association's common area, a recording may be available for review. Members of the Board, the management company or their designated representatives will not view the footage unless the following criteria are met:
 - Common Area Incidents
 - Where physical loss, damage, vandalism, or other incident, occurs to portions of the Common Area property and would fall under the Board's obligation to maintain or repair according to the CC&Rs.
 - In such a case no fewer than two (2) members of the Board shall be present to review available footage and determine the most prudent course of action. Actions could include fines as allowed under the Association's Rules and Regulations, reporting the incident to the appropriate law enforcement agency, or other action as determined by the Board.

 - Personal Property Incidents
 - Where physical loss, damage, vandalism, or other incident occurs to the property of individual Owners, Tenants, or Visitors.
 - The party harmed by the incident must file an official report with the law enforcement authorities having jurisdiction.
 - An official representative of the law enforcement jurisdiction may then submit a written request for the Board to review the

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footage by contacting the management company. Requests must contain specific dates and times for review.

- The Board will review the footage with no fewer than two (2) members of the Board present to review available footage and provide any and all information directly to the law enforcement jurisdiction.
- Under no circumstances will footage be released to Owners, Tenants, or Visitors.

○ Rule Violations

- Where an Owner or a member of the Board reports an alleged violation of the Association's governing documents.
- In such a case no fewer than two (2) members of the Board shall be present to review available footage and determine the most prudent course of action. Actions could include fines as allowed under the Rules and Regulations, reporting incident to the appropriate law enforcement agency, or other action as determined by the Board.

○ Subpoena

- Where the Association has received a valid subpoena requesting footage, the Board with no fewer than two (2) members of the Board present to review available footage, and in consultation with the Association's counsel, shall review and provide any and all information responsive to the subpoena.

○ Verified Criminal Incident Handling:

- In the event of a verified criminal incident, a thumb drive or other form of media will be provided to the appropriate law enforcement agency. Due to privacy concerns, a thumb drive or other form of media recording of the incident will not be provided to Owners, Tenants or Visitors.

4. General:

- Disclaimer: The installation of cameras on the Association's common area in no way implies any responsibility whatsoever on the part of the Board, the members of the Board, and/or legal representatives. The Association, and any related party, cannot be held liable, or otherwise responsible, for damaged property, illegal activity, and/or risk to life or limb, or any safety or security problems. Installation of cameras on the Association's common area is NOT a guarantee of safety and/or property protection. All residents and their guests are encouraged to provide their own security measures and take safety precautions as necessary, subject to the limitations set forth in the Association's governing documents. Each Owner or resident is responsible for providing his/her/its own insurance coverage in the case of criminal activity, property damage, and/or liability.

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- Amendment: The Board reserves the right to amend this policy at any time without priorwritten notice.

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SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

SEASCAPE-REDONDO HOMEOWNERS ASSOCIATION, INC. WATER DAMAGE POLICY

Effective March 8, 2021

The Association's board of directors ("Board") has adopted the following policy about responsibility for damage related to water leaks. This policy was drafted in accordance with applicable law, the Association's governing documents and the Association's collective experience over the past several decades.

You should keep this document with your other Association governing documents and reference it in the event you experience water intrusion.

Some signs of water intrusion to watch for are bubbling paint, discoloration of walls, ceiling or floor coverings, bulges in paint or flooring, unexplained moisture and smells of dampness or mildew, and mold. IF A RESIDENT FAILS TO REPORT A LEAK AND THE FAILURE TO REPORT THE LEAK RESULTS IN ADDITIONAL DAMAGE, REGARDLESS OF THE SOURCE OF THE LEAK, THE PERSON WHO FAILED TO REPORT IT WILL BE LIABLE FOR SUCH ADDITIONAL DAMAGE.

1. Definitions.

1.1 External Water Source. For purposes of this Policy, the term "external water source" shall mean water (including, but not limited to, fresh water, waste water or rain) which may leak or flow into a Unit from outside the boundaries of a Unit (a) from a pipe which is the Association's responsibility to maintain, repair or replace, (b) from rain, or (c) from another source, but shall exclude any water which leaks or flows into a Unit as the result of the acts or omissions of an Owner or anyone living in or visiting an Owner's Unit or from a component which is an Owner's responsibility to maintain, repair or replace. As a point of reference, based on the Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), the Association is obligated to maintain, repair, and replace pipes located in the walls surrounding the Units.

1.2 Internal Water Source. For purposes of this Policy, the term "internal water source" shall mean water (including, but not limited to, fresh water or wastewater) which may leak, flow, or burst in/into a Unit (a) from a pipe outlet inside an Owner's Unit; (b) from or through any component which an Owner is obligated to maintain, repair, and replace; or (c) as a result of the acts or omissions of an Owner or anyone living in or visiting such Owner's Unit. As a point of reference, based on the Association's CC&Rs, each Owner is responsible to maintain, repair and replace all plumbing fixtures (including, but not limited to, faucets, showers, toilets, hoses, dishwashers, and disposals) inside and/or servicing such Owner's Unit).

1.3 Additional Damage. For purposes of this Policy, the term "additional damage" shall mean and refer to additional damage (including mold) caused by

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the failure of an Owner to timely report a water leak to the Association.

1.4 No Coverage Under Any Insurance Policy Maintained by the Association.

As used in this Water Damage Policy, the phrase “no coverage under any insurance policy maintained by the Association” includes, but is not limited to, a loss which is below the Association’s insurance policy deductible.

2. Water Leak Discovery/Emergency Response.

2.1 Discovery. Upon discovery of any water leak (including any mold resulting therefrom) in a Unit, the Owner must notify the Association immediately.

2.2 Repair/Restoration. Upon receiving notice of a water leak, the Association's plumber/engineer will investigate and repair the problem, and, if necessary, the Association will retain a water restoration company, contractor, or other vendor to perform any necessary restoration services to prevent further damage to the Unit, the Association’s Common Area, or another Unit and/or any testing for mold (collectively, the “Emergency Services”). To the extent that the cause of such water leak is not an “external water source” as defined above (or the extent the cause of such water leak is an external water source, but it is additional damage), and to the extent not covered by a policy of insurance maintained by the Association pursuant to the CC&Rs, the cost of the Emergency Services shall be assessed as a special assessment to the Owner of the Unit responsible for the water leak, after notice and a hearing.

3. Repair Responsibility for Damage from External Water Source or Internal Water Source.

3.1 Damage to Common Area. In the event of damage to the Common Area which is the Association’s responsibility to maintain, repair and replace caused by an external water source or an internal water source, the Association shall cause the Common Area to be repaired. The cost to repair damage to the Common Area caused by an external water source shall be the responsibility of the Association, except to the extent such damage is additional damage. The cost to repair damage to the Common Area caused by an internal water source shall be the responsibility of the Owner as set forth in Section 4, below.

3.2 Damage to Unit. In the event of damage to a Unit caused by an external water source or an internal water source, and to the extent that there is no coverage under any insurance policy maintained by the Association, the Association’s repair responsibility shall extend only to:

3.2.1 emergency restoration services to the Common Area, which is the Association’s responsibility to maintain, repair and replace.

3.2.2 the repair of any damage to the Common Area which is the Association’s responsibility to maintain, repair and replace including, but not

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limited to, any mold damage to such Common Area; and

3.2.3 The restoration of any wall, floor and/or ceiling in a Unit to a condition ready to receive a wall finish, floor finish and/or ceiling finish. Unit.

3.3 All other repairs shall be the responsibility of the Owner of the affected.

4. Owner Liability for Cost to Repair.

4.1 To the extent not covered by any insurance policy maintained by the Association, each Owner shall be liable for, among other things, the cost to repair damage:

4.1.1 To the wall, ceiling and floor finishes caused by an internal water source.

4.1.2 To the wall, ceiling and floor finishes caused by an external water source unless caused by clear and convincing evidence of the negligence.

4.1.3 To the Owner's property, the property of others, the Common Area which is the Association's responsibility to maintain, repair and replace and/or the Common Area which the Owner is obligated to maintain, repair, and replace caused by the acts or omissions of an Owner or by anyone living in or visiting an Owner's Unit.

4.1.4 To the Owner's property, the property of others, the Common Area which is the Association's responsibility to maintain, repair and replace and/or the Common Area which the Owner is obligated to maintain, repair, and replace caused by water leaking or flowing from a component (e.g., toilet, shower, faucet, water line, etc.) inside the boundaries of such Owner's Unit; and,

4.1.5 Any additional damage.

4.2 The Owner's cost to repair under this Section shall also include, but is not limited to, the cost of Emergency Services and the remediation of any mold to the extent not covered by a policy of insurance maintained by the Association and to the extent the cause of such water leak is not an external water source. Notwithstanding the foregoing, an Owner's cost of repair shall also include additional damage, regardless of the cause to the extent not covered by the Association's insurance policy.

4.3 With respect to any damage to the Common Area caused by an Owner, anyone living in or visiting an Owner's Unit or a component for which the Owner is responsible, the Association shall have the right to repair such damage to the Common Area at the Owner's expense, and to assess the cost thereof to the Owner as a special assessment, after notice and a hearing.

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5. Responsibility for Association's Insurance Policy Deductible. Regardless of any determination made by an Owner's insurance carrier, each Owner shall be responsible to pay the full amount of any insurance deductible under the Association's insurance policy if a loss occurs as a result of (i) the acts or omissions of the Owner, Owner's family guests, tenants, licensees, servants, employees and invitees of such Owner, (ii) the failure of a portion of the Unit, Exclusive Use Common Area assigned to the Unit or such other component which is the Owner's responsibility pursuant to the CC&Rs, and/or (iii) any other cause, unless caused by clear and convincing evidence of the gross negligence or willful misconduct of the Association, its Board, officers, the Manager, or his/her staff, in which case the Association shall be responsible for such deductible.
6. No Liability for Personal Property. Notwithstanding anything to the contrary, regardless of the source of water intrusion, under no circumstances shall the Association or the Association Parties be liable for any damage to any personal property in a Unit including, but not limited to, any furniture, art, electronic equipment, clothing and/or cabinets in the Unit, which personal property shall always be the Owner's responsibility to insure, repair and/or replace.
7. No Liability for Relocation Expenses. Notwithstanding anything to the contrary, regardless of the source of water intrusion, under no circumstances shall the Association or the Association Parties be liable for an Owner's additional living expenses and/or costs of relocation to the extent that is necessary for the Owner (or the Owner's tenant) to relocate to accommodate repairs to the Unit or Common Area surrounding the Unit. Such additional expenses and costs shall be the responsibility of the Owner or the Owner's tenant.
8. No Liability for Loss of Rental Income. Notwithstanding anything to the contrary, regardless of the source of water intrusion, under no circumstances shall the Association or the Association Parties be liable for an Owner's loss of rental income to the extent that is necessary for such Owner's tenant to relocate to accommodate repairs to the Unit or Common Area surrounding the Unit. Such loss of rental income shall be borne by the Owner.
9. No Liability for Real Property Improvements. Notwithstanding anything to the contrary, regardless of the source of water intrusion, under no circumstances shall the Association or the Association Parties be liable for any damage to any personal property in a Unit including wall treatments, electrical and plumbing fixtures, floor treatments, built in cabinets and built-in appliances.
10. No Liability for Mold. To the extent not covered by insurance, neither the Association nor any of the Association Parties shall be liable for injury to persons or damage to improvements in the Project caused by or resulting from mold, fungi, spores, pollens and other botanical substances, or other allergens, unless caused by clear and convincing evidence of the gross negligence or willful misconduct of the Association or any of the Association Parties.

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11. Timely Repairs. Repairs of any water and/or mold damage shall be made in a timely manner.

12. Access to Units. Owners shall provide the Association (including its agents and contractors) timely access to the areas under their exclusive use or control to facilitate all Emergency Services and repairs to areas which are the Association's responsibility to maintain, repair and replace. **Where there is an ongoing/current leak occurring, the Association may access a unit without the Owner's presence or permission by using a locksmith or other means to enter the unit.** If there is no imminent threat to the property, the Association will cooperate with the Owner to schedule the investigation, repairs and, if necessary, remediation as soon as possible. All homeowners should give clear directions for how to access their units in the case of an emergency. Among the options are having a lock box for the unit or the name of a neighbor with a key.

13. Owner Insurance. Owners should consult their insurance agents to ensure appropriate insurance coverage for, among other things, premises liability, loss assessment, the betterments and improvements to their Units, their personal property, the cost of deductibles for which the Owner may be responsible, damage to the Common Area caused by the Owner's acts or omission, and any relocation expenses.

14. Water Shutoff. Owners should know how to shut off water in the case of an emergency. It is also a good practice to shut off the water if the owner will be away for an extended period.

15. Interior Surfaces. Owners should maintain good records of wall and interior finishes for them to repair damage to the interior of their units.

SEASCAPE (ONE) HOMEOWNERS ASSOCIATION

Election Rules and Procedures

**Insert 2020 PDF
Election Rules**

SEASCAPE - REDONDO HOMEOWNERS ASSOCIATION, INC.

Rules for Voting Regarding Assessments Legally Requiring a Vote, Amendments to Governing Documents and Granting of Exclusive Right to Use Common Area by Secret Ballot

Pursuant to Civil Code Section 5100(a), when owners are to vote to approve assessments legally requiring a vote, amendments to governing documents and/or granting the exclusive use of common area to a member, the following must occur:

1. Meeting at Which Secret Ballots Shall Be Tabulated.

1.1 Unless the vote is being taken in connection with an annual meeting of the owners, the inspector(s) of election or their designee(s) shall tabulate the ballots for the vote to approve assessments legally requiring a vote, amendments to governing documents and/or granting the exclusive use of common area to a member at a duly noticed (regular or special) meeting of the Board of Directors, or at a special meeting of the members. The Board of Directors shall determine the date, time and place of said meeting.

1.2 The qualifications for voting and the voting power of each membership are as stated in the Association's governing documents.

1.3 The voting period for elections shall be at least thirty (30) days. The polls shall open and close as stated on the secret ballot distributed for each election or, if not stated, the polls shall open at the time of the meeting, and close at a reasonable period thereafter, as determined by the inspectors of election.

2. Inspector(s) of Election.

2.1 The Board of Directors shall appoint one (1) or three (3) independent third parties as inspectors of election before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to: a volunteer poll worker with the county registrar of voters; a licensee of the California Board of Accountancy; or a notary public. An independent third party may include a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.

2.2 Upon appointment, the inspector(s) of election shall meet to determine, among other things, who shall prepare and deliver the nomination procedures, candidate nomination forms, notices, ballots and other information required by the Act (collectively, "Election Materials") to the members and to whom the Election Materials shall be returned on behalf of the inspector(s) of election (the "Ballot Collector"). The inspector(s) of election may

delegate the task of preparing and delivering the Election Materials to a third party, and may designate that Election Materials be returned to the inspector(s) of election in care of a third party. Only the inspector(s) of election shall be authorized to open and tabulate secret ballots.

2.3 The inspector(s) of election shall also do all of the following:

2.3.1 determine the number of memberships entitled to vote and the voting power of each (note: the voting rights of an owner may not be suspended under any circumstances);

2.3.2 determine the authenticity, validity, and effect of proxies, if any;

2.3.3 receive ballots;

2.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

2.3.5 count and tabulate all votes;

2.3.6 determine when the polls shall close;

2.3.7 determine the result of the vote; and,

2.3.8 perform any acts as may be proper to conduct the vote with fairness to all members in accordance with this section, the Corporations Code and all applicable rules of the Association regarding the conduct of the vote that are not in conflict with this section.

2.4 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. The decision or act of a majority shall be effective in all respects as the decision or act of all.

2.5 Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.

2.6 The Board of Directors may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board of Directors reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

2.7 The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties as defined herein.

3. **Voter List; Right to Verify Accuracy of Individual Information.**

3.1 The Association shall also prepare a voter list at least thirty (30) days before the secret ballots are mailed, which list shall include for each owner, the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association shall retain, as Association election materials, the voter list. The Association shall permit members to verify the accuracy of their individual information on such list at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two (2) business days.

4. **Secret Ballot Procedure; Record Date.**

4.1 The inspector(s) of election shall cause the Association to mail by first-class mail or deliver to each member not less than thirty (30) days prior to the election:

4.1.1 Ballots and two (2) preaddressed envelopes with instructions on how to return ballots; and,

4.1.2 A copy of these election rules. Delivery of the election operating rules may be accomplished by either of the following methods:

(a) Posting the election operating rules 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:"

(b) Individual delivery.

4.2 Ballots must ensure the confidentiality of the voters.

4.2.1 A voter may not be identified by name or separate interest identifier on the ballot.

4.2.2 The ballot shall not require the signature of the voter.

4.2.3 The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election, who will be tallying the votes.

4.3 Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

4.4 A member may request a receipt for delivery of his or her ballot.

4.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

5. **Campaigning.**

5.1 Association funds may not be used for “campaign purposes” in connection with any election.

5.2 If any such access is provided at all, all members advocating a point of view during a campaign, including those not endorsed by the Board of Directors, shall be provided equal access to Association media, newsletters, or internet websites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

5.3 All members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

6. **Handling of Ballots.**

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such unit. Subject to validation by the inspector(s) of election, once a secret ballot is received by the inspector(s) of election, it shall be irrevocable. Any subsequent ballots received for the same unit shall be deemed invalid and shall be discarded.

6.2 The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote.

6.3 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.

6.4 The inspectors of election shall not:

6.4.1 Deny a ballot to a member for any reason other than not being a member at the time when ballots are distributed.

6.4.2 Deny a ballot to a person with general power of attorney for a member.

6.5 After the tabulation of the vote and for one (1) year after the election or removal, election ballots shall be kept in the custody of the inspector(s) of election. After such time, the custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the inspector(s) of election shall, upon written request, make the ballots

available for inspection and review by an Association member or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

7. **Tabulation of Votes; Quorum Requirement.**

7.1 All votes shall be counted and tabulated by the inspector(s) of election or their designee(s) in public at a properly noticed open meeting of the members or of the Board of Directors. A quorum of members or a quorum of Board members, as the case may be, must be present if required by the Association's governing documents. Each ballot received by the inspector(s) of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

7.2 The inspector(s) of election shall confirm that no more than one (1) ballot was returned for each unit and that:

7.2.1 The printed name of the member on the upper left hand corner of the envelope is legible and matches the name of at least one of the record owners of the property as shown on the Association's membership list;

7.2.2 The member's signature is on the address envelope; and

7.2.3 The address shown on the address envelope corresponds to the member's address on the Association's membership list.

If, in the sole discretion of the inspector(s), the requirements above are not met, the envelope will not be valid for any purpose, including establishing a quorum.

7.3 Owners who have not previously submitted a ballot may complete one at the meeting and return it to the inspector(s) of election prior to the polls closing.

7.4 The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

7.5 Any member of the Association may witness the counting and tabulation of the votes from a reasonable distance of no less than five (5) feet from any inspector.

7.6 In order for the vote on the proposal to be valid, ballots must be returned by at least a quorum of the owners if a quorum is required by the Association's governing documents or applicable law and the requisite percentage of owners must vote to approve the proposal. If a quorum of ballots is not received, the ballots will not be counted.

8. **Announcement of Results.**

8.1 The results of the vote shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

8.2 Within fifteen (15) days of the election, the Board shall give members general notice pursuant to Civil Code Section 4045 of the tabulated results of the election.

9. **Retention of Voting Materials.** The sealed (or, after tabulation, returned) ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the inspector or inspectors of elections or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the inspector or inspectors of elections shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote. Signed voter envelopes may be inspected but may not be copied.

10. **Other Voting Issues.**

10.1 **Proxies.** The Association's Bylaws permit an owner to give a proxy to another person to vote a secret ballot on the owner's behalf. However, proxies shall not be construed or used in lieu of a secret ballot. In such a situation, the proxyholder will fill out the ballot and enclose it in the "secret ballot" envelope. This envelope will then be enclosed in the second envelope, as discussed above. In the upper left hand corner of the second envelope, the proxyholder will sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles the owner to vote; however, as the "voter", the proxyholder will sign and print his/her name underneath the name and address of the owner. The proxy must be returned with the ballot, but NOT placed inside the "secret ballot" envelope. If any instruction is given in a proxy issued for an election (or other vote) that directs the manner in which the proxyholder is to cast the vote, such instruction shall be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. A proxy may be revoked by the owner prior to the receipt of the secret ballot by the inspector(s) of election. If a proxy and a secret ballot are received for the same separate interest, the proxy shall be deemed to have been revoked and the secret ballot shall be counted (if verified by the inspector(s) of election pursuant to these rules). If more than one proxy is received on behalf of a separate interest, the most currently dated proxy shall be counted.

10.2 **Other Matters.** The Association may, but is not obligated to, vote by secret ballot on any other topic which requires the vote of the Owners.

SEASCAPE - REDONDO HOMEOWNERS ASSOCIATION, INC.

Rules for the Election and Removal of Directors by Secret Ballot

In connection with the election and removal of directors, and in accordance with the California Civil Code Section 5100 et seq., the following rules and procedures shall apply:

1. **Frequency.** Elections for a seat on the Board of Directors shall be held at the expiration of the corresponding director's term and at least once every four years.

2. **Meeting at Which Secret Ballots Shall Be Tabulated.**

2.1 The inspector(s) of election or their designee(s) shall tabulate the ballots for the election and/or recall of directors at the annual meeting of the owners or a special meeting of the owners or at a special meeting of the Board of Directors duly noticed for the purpose of counting ballots.

2.2 The Board of Directors shall determine the date, time and place of said annual or special meeting of the owners and/or the special meeting of the Board of Directors in accordance with the Association's Bylaws.

2.3 The voting period for elections shall be at least thirty (30) days. The polls shall open and close as stated on the secret ballot distributed for each election or, if not stated, the polls shall open at the time of the meeting, and close at a reasonable period thereafter, as determined by the inspectors of election.

3. **Qualifications and Nomination of Candidates.**

3.1 Notwithstanding anything to the contrary set forth in the Association's Bylaws, the only qualifications to be a candidate for election to the Board are as follows:

3.1.1 A candidate shall be a "Member" of the Association. If title to a unit 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 election to the Board.

3.1.2 Each candidate must not be delinquent (as defined in the Association's collection policy) in the payment of any regular or special assessment levied by the Association (but not for nonpayment of monetary penalties, monetary penalties renamed as assessments, collection charges, late charges, or costs levied by a third party). For purposes hereof, 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: (1) the Member has paid the regular or special assessment under protest pursuant to Civil Code Section 5658; or (2) the Member has entered into a payment plan pursuant to Civil Code Section 5665.

3.1.3 A person may not be a candidate if the candidate discloses, or if the Association is aware of, or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage as to that person should the person be elected;

3.1.4 A person may not be a candidate if such person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same unit as the person and the other person is either properly nominated for the current election or an incumbent director.

3.2 The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code Section 5900 et seq.

3.3 Owners may nominate themselves or another person. Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board, and meets the foregoing qualifications for candidacy.

3.4 All candidates who wish to serve on the Board of Directors and, if appropriate, have confirmed their willingness to run for election to the Board of Directors, shall be listed on the secret ballot if their candidate nomination form is received by the date stated on the form.

3.5 Write-in candidates are not permitted unless said person is nominated from the floor of the meeting.

3.6 The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form.

4. **Voter List and Candidate List; Right to Verify Accuracy of Individual Information.**

4.1 The Association shall prepare a candidate registration list following the deadline for returning nominations. The Association shall also prepare a voter list at least thirty (30) days before the secret ballots are mailed, which list shall include for each owner, the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.

4.2 The Association shall retain, as Association election materials, both the candidate registration list and the voter list. The Association shall permit members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two (2) business days.

5. **Inspector(s) of Election.**

5.1 The Board of Directors shall appoint one (1) or three (3) independent third parties as inspectors of election before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to: a volunteer poll worker with the county registrar of voters; a licensee of the California Board of Accountancy; or a notary public. An independent third party may include a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.

5.2 Upon appointment, the inspector(s) of election shall meet to determine, among other things, who shall prepare and deliver the nomination procedures, candidate nomination forms, notices, ballots and other information required by the Act (collectively, "Election Materials") to the members and to whom the Election Materials shall be returned on behalf of the inspector(s) of election (the "Ballot Collector"). The inspector(s) of election may delegate the task of preparing and delivering the Election Materials to a third party, and may designate that Election Materials be returned to the inspector(s) of election in care of a third party. Only the inspector(s) of election shall be authorized to open and tabulate secret ballots.

5.3 The inspector(s) of election shall also do all of the following:

5.3.1 determine the number of memberships entitled to vote and the voting power of each (note: the voting rights of an owner may not be suspended under any circumstances);

5.3.2 determine the authenticity, validity, and effect of proxies, if any;

5.3.3 receive ballots;

5.3.4 hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.3.5 count and tabulate all votes;

5.3.6 determine when the polls shall close;

5.3.7 determine the result of the election; and,

5.3.8 perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section, the Corporations Code and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

5.4 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the Association. The decision or act of a majority shall be effective in all respects as the decision or act of all.

5.5 Any report made by the inspector(s) is prima facie evidence of the facts stated in the report.

5.6 The Board of Directors may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board of Directors reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

5.7 The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) of election deem appropriate, provided that the additional persons are independent third parties as defined herein.

6. **Election Timeline and Mailings.** The election timeline for delivering all of the statutorily required documents to members is approximately 105 days.

6.1 **Nomination Procedures/Candidate Nomination Form.** At least 105 days before the date of the meeting at which the secret ballots for the election of directors or the vote to remove directors(s) and elect his/her/their replacement shall be tabulated, the Association shall, by individual notice, deliver to all members notice of the procedure and deadline for submitting a nomination, and a Candidate Nomination Form. The deadline for returning the Candidate Nomination Forms shall be at least 30 days from the date of the mailing.

6.2 **Mailing Prior to Secret Ballot Distribution.** At least sixty (60) days before the election (i.e., at least thirty (30) days before the secret ballots are mailed to owners), the Association shall provide general notice to the members of all of the following:

6.2.1 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.

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

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

6.2.4 Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

6.3 **Secret Ballot Procedure; Record Date.**

6.3.1 The inspector(s) of election shall cause the Association to mail by first-class mail or deliver to each member not less than thirty (30) days prior to the election:

(a) Ballots and two (2) preaddressed envelopes with instructions on how to return ballots; and,

(b) A copy of these election rules. Delivery of the election operating rules may be accomplished by either of the following methods:

(i) Posting the election operating rules 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:"

(ii) Individual delivery.

6.3.2 Ballots must ensure the confidentiality of the voters.

(a) A voter may not be identified by name or separate interest identifier on the ballot.

(b) The ballot shall not require the signature of the voter.

(c) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election, who will be tallying the votes.

6.3.3 Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.

6.3.4 A member may request a receipt for delivery of his or her ballot.

6.3.5 The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

7. **Campaigning.**

7.1 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the association (except the ballot and voting materials and equal access communications sent pursuant to this Section).

7.2 If any such access is provided at all, all candidates or members advocating a point of view during a campaign, including those not endorsed by the Board of Directors, shall be provided equal access to Association media, newsletters, or internet websites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any

content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

7.3 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

8. **Handling of Ballots.**

8.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such unit. Subject to validation by the inspector(s) of election, once a secret ballot is received by the inspector(s) of election, it shall be irrevocable. Any subsequent ballots received for the same unit shall be deemed invalid and shall be discarded.

8.2 The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote.

8.3 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.

8.4 The inspectors of election shall not:

8.4.1 Deny a ballot to a member for any reason other than not being a member at the time when ballots are distributed.

8.4.2 Deny a ballot to a person with general power of attorney for a member.

8.5 After the tabulation of the vote and for one (1) year after the election or removal, election ballots shall be kept in the custody of the inspector(s) of election. After such time, the custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the inspector(s) of election shall, upon written request, make the ballots available for inspection and review by an Association member or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

9. **Tabulation of Votes; Quorum Requirement.**

9.1 All votes shall be counted and tabulated by the inspector(s) of election or their designee(s) in public at a properly noticed open meeting of the members or of the Board of Directors. A quorum of members or a quorum of Board members, as the case may be, must be present if required by the Association's governing documents. Each ballot received by the

inspector(s) of election shall be treated as a member present at a meeting for purposes of establishing a quorum.

9.2 The inspector(s) of election shall confirm that no more than one (1) ballot was returned for each unit, and that:

9.2.1 The printed name of the member on the upper left hand corner of the envelope is legible and matches the name of at least one of the record owners of the property as shown on the Association's membership list;

9.2.2 The member's signature is on the address envelope; and

9.2.3 The address shown on the address envelope corresponds to the member's address on the Association's membership list.

If, in the sole discretion of the inspector(s), the requirements above are not met, the envelope will not be valid for any purpose, including establishing a quorum.

9.3 The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

9.4 Any candidate or other member of the Association may witness the counting and tabulation of the votes from a reasonable distance of no less than five (5) feet from any inspector.

9.5 In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners if a quorum is required by the Association's governing documents. If a quorum of ballots is not received, the ballots will not be counted.

10. **Announcement of Results.**

10.1 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

10.2 Upon certification of the election results by the inspector(s) of election, the newly elected Board members shall be deemed to have taken office.

10.3 Within 15 days of the election, the board shall give members general notice pursuant to Civil Code Section 4045 of the tabulated results of the election.

11. **Retention of Voting Materials.** The sealed (or, after tabulation, returned) ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the inspector or inspectors of elections or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the inspector or

inspectors of elections shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote. Signed voter envelopes may be inspected but may not be copied.

12. **Other Voting/Campaign Issues.**

12.1 Cumulative Voting. Cumulative voting is permitted.

12.2 Proxies. The Association's Bylaws permit an owner to give a proxy to another person to vote a secret ballot on the owner's behalf. However, proxies shall not be construed or used in lieu of a secret ballot. In such a situation, the proxyholder will fill out the ballot and enclose it in the "secret ballot" envelope. This envelope will then be enclosed in the second envelope, as discussed above. In the upper left hand corner of the second envelope, the proxyholder will sign his or her name, indicate his or her name and indicate the address or separate interest identifier that entitles the owner to vote; however, as the "voter", the proxyholder will sign and print his/her name underneath the name and address of the owner. The proxy must be returned with the ballot, but NOT placed inside the "secret ballot" envelope. If any instruction is given in a proxy issued for an election (or other vote) that directs the manner in which the proxyholder is to cast the vote, such instruction shall be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. A proxy may be revoked by the owner prior to the receipt of the secret ballot by the inspector(s) of election. If a proxy and a secret ballot are received for the same separate interest, the proxy shall be deemed to have been revoked and the secret ballot shall be counted (if verified by the inspector(s) of election pursuant to these rules). If more than one proxy is received on behalf of a separate interest, the most currently dated proxy shall be counted.

12.3 Voting on Other Matters. The Association may, but is not obligated to, vote by secret ballot on any other topic which requires the vote of the Owners.