

AMADOR COMMUNITY ASSOCIATION

RULES and REGULATIONS

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Article 1: Definitions

1.1 “Association” means the Amador Community Association, a California nonprofit mutual benefit corporation that is located at 8090 Cornwall Ct., Rancho Cucamonga California.

1.2 “Board” or “Board of Directors” means the Board of Directors of the Association.

1.3 “Bylaws” means the Association’s bylaws.

1.4 “CC&Rs” means the Association’s Declaration of Covenants, Conditions, Restrictions, and Reservation of Easement for Amador recorded with the County of San Bernardino on June 8, 2007.

1.5 “Director” means any member of the Association’s Board of Directors.

1.6 “Davis Stirling Act” means and refers to the Davis-Stirling Common Interest Development Act, which is the portion of the California Civil Code beginning with section 4000, that governs common interest developments.

1.7 “Electronic Vehicle Charging Station” means a station, compliant with the California Building Standards Code, which delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.

1.8 “EV-Dedicated TOU Meter” means an electric meter supplied and installed by an electric utility, that is separate from, and in addition to, any other electric meter and is devoted exclusively to the charging of electric vehicles, and that tracks the time of use (TOU) when charging occurs. An EV-Dedicated TOU meter includes any wiring or conduit necessary to connect the electric meter to an electric vehicle charging station, as defined in Civil Code section 4745.1, regardless of whether it is supplied or installed by an electric utility.

1.9 “Inspector of Election” or “Inspector” means an inspector of elections as defined in the Davis-Stirling Act. The use of Inspector of Election or Inspector in the singular also includes it in the plural.

1.10 “Management Company” means the company retained by the Association to handle the day-to-day operations of the Association.

1.11 “Owner” or “Member” means the person or persons holding a fee simple interest to a Condominium in the Association.

1.12 “Patio/Barbeque Area” means the area adjacent to or south of the Pool Area.

1.13 “Pool Area” means the gated area that includes the pool, spa, and cabanas.

1.14 “Resident” means Owner, Owner’s family members, lessees, and/or tenants residing within the living area of one of the Units.

1.15 “Security Company” means the company retained by the Association to patrol the Association property, administer parking permits, etc.

1.16 Other capitalized terms used herein contain the same definition as found in the CC&Rs.

Article 2: Purpose & Responsibilities

2.1 Purpose. These rules and regulations are not meant to stifle creativity and individual rights, but, rather, should be viewed as a tool for protecting the property values of all Owners, preserving each individual’s right to peace and the quiet enjoyment of their environment, and promoting a happy and safe neighborhood for the majority. These Rules and Regulations include restatements and expansion of the restrictions within the CC&Rs. Please refer to the CC&Rs for the complete recitation of all restrictions.

2.2 Amendments. From time to time these rules and regulations may be changed by the Board of Directors. The use restrictions that pertain to the Association and are covered in the CC&Rs may be amended only by a vote of the Association Members.

2.3 Responsibilities. It is the responsibility of all Owners to inform their tenants and guests of the Governing Documents of the Association, including these Rules and Regulations. Owners are responsible for their tenants and guests.

2.4 Common Areas. Each Owner is liable to the Association for any damage to the common area landscaping, equipment, or improvements, which is sustained by the negligence or misconduct of the Owner, the Owner’s Family, tenants, or guests. Residents can help in the overall maintenance of the common areas by reporting any problems to the Association’s Management Company.

2.5 Maintenance. Owners are responsible for the maintenance, repair, and replacement of all portions of such Owners Unit, including without limitation, the Residence and all portions thereof, Exclusive Use Areas, and any gas, plumbing, electrical, air conditioning, heating, telephone, solar, water heating equipment, cable television, and irrigation systems and drainage location with any residential unit. A non-exhaustive list of Owner and Association’s maintenance obligations is attached as Exhibit D to the CC&Rs. Each Owner shall immediately notify the Association of any dangerous, defective, or other condition, which would cause injury to a person or property in such Owner’s Unit or Exclusive Use Area.

Article 3: General

3.1 Animals/Pets. Please show respect for other homeowners by not permitting a pet to disturb the peace, or, otherwise be a public nuisance. Prevent a pet from soiling the Common Area, and, if any mess is left, either in the Common Area or anywhere within the boundaries of the community, you are expected to promptly clean it up. Appropriate enforcement action can be taken regarding animals that constitute a nuisance in the community. Each Owner shall be liable to each and all remaining Owners, their families, tenants, and guests for damages to injuries caused by any animals brought or kept in the Community by an Owner, members of the Owner's Family, or the Owner's guests, tenants, or invitees. Residents who are disturbed by an animal are first encouraged to contact the owner and if unsuccessful to write to the Association through its Management Company or contact the San Bernardino County Animal Control Department. At any one time, the number of household pets shall not exceed two (2).

3.2 Doorbell Cameras. Subject to written approval from the Board of Directors or Design Review Committee, and after submission of the Architectural Change Request Form, an Owner may install a doorbell camera. Please refer to the Design Review Guidelines.

3.3 Estate Sales. Upon approval from the Board of Directors, an Owner or an Owner's executor(s), administrator(s), or heir(s) may conduct an estate sale over 2-days between the hours of 8:00 am and 6:00 pm that is confined to the Owner's Unit and Exclusive Use Area.

3.4 Fire Pits & Barbeques. No Owner or Resident may use an open fire pit. Barbeques are permissible within a Unit's patio area. No barbeques are permitted on any balcony.

3.5 Garage Sales. Garage sales and the selling of anything outside of one's home are not allowed. Periodically, the Board of Directors may authorize a Community Garage Sale.

3.6 Holiday Decorations.

A. Winter (Christmas/Hanukkah/Kwanza) holiday decorations are from the day after Thanksgiving until January 10.

B. Halloween holiday decorations are from the first Saturday in October to the first Saturday in November.

C. All other decorations must be displayed no more than 15 days before the day of the holiday and must be removed within 7 days after the holiday.

D. All holiday lightning must have a "UL" or comparable rating. Outdoor lights shall be designed for outdoor use.

E. No Resident may place holiday decorations on plants in the Common Area or on Association property. Further lights cannot be stapled, nailed, etc. to the exterior of the buildings.

F. Please ensure that holiday lights do not disturb other Residents.

G. Each Owner is liable to the Association for any damage from holiday decorations to the Common Area or Association property caused by the Owner or his or her guests, tenant, invitees, or any Resident of his or her Unit.

3.7 Satellite Dishes. Subject to the Board of Directors or Design Review Committee's approval, and after submission of the Architectural Change Request Form, an owner may install an authorized satellite. Please refer to the Design Review Guidelines.

3.8 Security Doors. Subject to written approval from the Board of Directors or Design Review Committee, and after submission of the Architectural Change Request Form, an owner may install a screen or security door. Please refer to the Design Review Guidelines.

3.9 Signs.

A. Real Estate Signs. One real estate ("for sale or "for rent") sign is permissible that shall not exceed 18 inches by 30 inches in size and must be installed inside one window of the Unit for sale or rent. No real estate sign may be placed in the Common Area, which includes, the front entrance of the Community, turf areas, flowerbed areas, patio areas, or on the balconies.

B. Nameplate. One nameplate or similar Owner name and/or address identification is permitted upon the Board of Directors or Design Review Committee's approval.

C. Security Signs. A maximum of one standard size security company sign is permissible. The security sign may be placed near either the Unit's garage door, patio entry, or front door.

D. Noncommercial Signs. Noncommercial signs or posters shall not be more than 9 square feet in size and noncommercial flags or banners may not be more than 15 square feet in size. Noncommercial signs, posters, flags, or banners may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative components or include the painting of architectural surfaces.

3.10 Trash. To keep a neat and tidy appearance, all equipment, trash containers, or storage piles must be kept within the garage or patio areas that have a minimum of 5-foot walls. Trash containers may not be exposed to view more than twelve (12) hours before and after scheduled trash collection hours.

Article 4: Pool

4.1 Hours. The Pool/Spa hours are 7 am-10 pm Daily.

4.2 Use.

A. There is no lifeguard on duty at the pool or spa, Resident and guests who use the pool and spa do so at their own risk.

B. Proper swimming attire is required in the Pool Area.

C. Place a towel over the pool furniture when wearing sunscreen or tanning lotions.

D. All cleanup is the responsibility of those using the pool and spa facility. All trash must be disposed of properly.

E. Only Residents and their guests are permitted to use the pool during pool hours.

4.3 Guests. Residents are granted the privilege of inviting up to 8 guests to use the facilities. Residents are responsible for the conduct and safety of their guests. Residents are responsible for cleaning up after themselves and their guests.

4.4 Prohibitions

A. Diving, running, and horseplay are prohibited. Do not jump or dive off pool furniture. No animals are allowed in the Pool Area.

B. No glass is allowed in the Pool Area.

C. No barbeques are allowed in the Pool Area.

D. Pool furniture must not be removed from the Pool Area and cannot be saved or reserved. Return pool furniture to its proper place if you move it.

E. The Pool Gates must be kept closed and locked at all times except to enter and exit the Pool Area. Do NOT prop the Gate open. Amador can have the pool shut down by the Health Dept and also the Fire Dept if the gate is found to be propped open. It also allows unauthorized persons to use the pool and spa, causes a safety hazard for unattended children, and causes an insurance liability to the Association which of course is all of us.

F. Restroom doors are not to be propped open.

G. Any activity creating undue noise (i.e., yelling, screaming, loud radios, etc.) or behavior endangering others is prohibited.

H. Children under the age of 14 are not allowed to use the Pool or Spa without adult supervision.

Article 5: Parking & Vehicle Restrictions

5.1 Speed Limit. All speeds on the Association streets and alleys are not to exceed 15 miles per hour.

5.2 Authorized Vehicles. An authorized vehicle is an automobile, a passenger van designed to accommodate 10 or fewer people, a motorcycle, or a pickup truck having a manufacturer's rating or payload capacity of less than 1 ton.

5.3 Restricted Vehicles.

A. Commercial vehicles do not qualify for third-vehicle or oversized parking permits. However, they do qualify as a garage vehicle only. Commercial vehicles are defined as, but are not limited to, vehicles having any of the following attributes: construction racks, gates or lifted gates, flatbeds, logos, company names, ladders, tool boxes, more than 2 axles, over 1 ton, and vans or buses designed to carry more than 10 persons.

B. Recreational vehicles will not be issued third-vehicle or oversized parking permits but do qualify as garage vehicles. Recreational vehicles are defined as, but are not limited to, motor homes, trailers of all types, boats, personal watercrafts, unlicensed vehicles, and aircrafts. A recreational vehicle owned by a Resident may be parked in the street while it is being loaded or unloaded for a period of not to exceed two (2) hours in any twenty-four (24) hour period.

5.4 Street Parking. Association property parking or street parking places are for temporary, short-term use by Residents and invitees of Residents only. Association property parking spaces are unreserved and unassigned, and they are available on a strict first-come, first-served basis. Again, the spaces shall not be used for long-term parking or permanent storage of any vehicle or other personal property. Permitted, unpermitted, and guests' vehicles unmoved for 72 hours are subject to the issuance of courtesy notice to move the vehicle and/or towing.

5.5 Guest Parking. Parking between 6:00 a.m. and 11:59 p.m. do not require any permit for parking along the Association's streets. Overnight guest parking is permitted on a limited basis between the hours of 12:00 a.m. and 5:59 a.m. If an Owner has a guest who will be parked in Common Areas overnight that guest's vehicle must be placed on the Security Company's safelist. Each unit is allowed a maximum of 15 one-overnight safelists in any 180-day rolling window.

5.6 Third Vehicle Parking Permits. Residents owning more than 2 vehicles may apply to the Association for a permit to be issued which will allow the parking of a third vehicle on Association property streets. The permit will be issued to an Owner or Resident after the Board of Directors, Management Company, or Security Company has confirmed that the Owner or Resident qualifies under the following conditions:

A. Any Owner or Resident applying for a third-vehicle parking permit must complete and return a parking permit registration form, as provided by the Board of Directors, Management Company, and/or Security Company, and sign and submit the parking permit agreement.

B. Each application must include a copy of the vehicle's valid registration certificate. The vehicle registration must have a valid Association address on it.

C. A Resident must park, at least, 2 vehicles in the garage before they are eligible for a third-vehicle parking permit. Vehicles with a third-vehicle parking permit must be driven at least every other day. A third-vehicle parking permit does not allow for storing the vehicle in Common Areas.

D. Each Owner or Resident is limited to 1 third-vehicle parking permit.

E. Garage Inspections are mandatory in all cases. If you are applying for a permit, you must contact the Security Company to schedule a garage inspection. The garage inspection will be conducted for the Association to verify that you are utilizing your garage pursuant to the rules and regulations. The Security Company charges a fee per inspection regardless if you pass or fail the inspection.

F. An Owner will be required to pay a per month permit fee and agree to have it applied to the Owner's account.

G. All vehicles must have an onsite address to qualify for a permit. No offsite addresses will be accepted.

H. A parking permit does not guarantee a Resident a parking space. Parking spaces are available on a first come-first served basis.

I. Each parking permit is serialized and issued to a specific vehicle. Parking permits must be properly affixed to the designated vehicle. To be valid, your permit must be affixed to the inside rear window, in the lower driver's side corner. The parking permit must be clearly visible from outside the vehicle.

J. Owners must be current on all monthly dues, assessments, fines, collection costs, etc. at all times to be eligible to receive and maintain a permit.

K. If an Owner or Resident is 60 or more days behind on paying the monthly third-vehicle parking permit fee, upon receipt of a letter or notice of past due amount, the Owner or Resident will have 30 days to become current or the Owner's/Resident's third-vehicle parking permit is revoked. The Owner or Resident may also be subject to a processing fee associated with the letter or notice that needs to be paid.

L. Parking permits are re-issued on an annual basis in the month of April. Each Owner or Resident with a third-vehicle parking permit will need to be subject to re-

certifying that he/she has a valid third vehicle and the re-inspection of his/her garage, subject to any fee charged by the Security Company. The exception is if the Owner or Resident's parking permit was issued initially in the 4 months before the annual renewal.

5.7 Oversized Vehicle Permits. If an Owner or Resident has a vehicle that cannot fit safely into the garage of his/her Unit, he/she can seek a special permit to park the oversized vehicle on the Association's streets. To qualify for an oversized vehicle permit, the Owner or Resident must comply with the requirements listed in sections 5.6(A)-(B) and (D)-(L). The HOA requires the vehicles to fit "safely," not comfortably, into garages; and garages that have been modified to prevent the safe parking of a vehicle will not be granted a parking permit.

5.8 Parking Permit Limit. As there is limited parking in the Association, the total parking permits that may be issued by the Security Company for Third and Oversized Vehicles is 20. Upon the maximum allotted permits issued, any new application for a third or oversized vehicle permit by an Owner or Resident will be placed on a waiting list on a first-come, first-served basis.

5.9 Restricted Uses

A. Off-road vehicles riding within any common area, open space, or public or private streets serving the community are prohibited.

B. Residents may not repair, maintain, or restore any vehicle on any lot, street, or alley, or in any area visible from adjoining properties or streets unless the work is conducted in the garage with the garage door closed. However, no person may carry on in any portion of the Community any vehicle repair, maintenance, or restoration business.

C. No vehicle of any kind may be parked in any driveway/alley, except for brief periods during loading or unloading. When present in the driveway/alley, vehicles must be parked or moved so that they do not interfere with the normal use of the driveway/alley by other Owners or Residents.

5.10 Violations. Vehicles found to be parked without a permit or not placed on the Security Company's safelist or otherwise in violation of this Article, Association's Rules & Regulations, and/or CC&R's will be towed. The Association and Security Company will not be responsible should any vehicle be towed for violation of the parking permits, Association's Rules & Regulations, or CC&Rs.

Article 6: Nuisance

6.1 Generally. Residents are asked to respect the rights of others and to not allow any nuisance, which would be offensive or detrimental to any other property or Resident. Noxious or offensive activities are prohibited in the Community and on any public street abutting or visible from the Community. The Board of Directors is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.

6.2 Devices. Nuisance devices may not be kept or operated in the Community or any public street abutting the Community or exposed to the view of other Units or Association property. Nuisance devices include but are not limited to the following: horns, whistles, bells, or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle and its contents), noisy or smoky vehicles, power equipment (including lawn mowers and other equipment used in connection with ordinary landscape maintenance), and restricted vehicles, devices that create or emit loud noises or noxious odors, construction or demolition waste containers (except as permitted in writing by the Board of Directors), devices that unreasonably interfere with television or radio reception to a Condominium, or plants or seed infected with noxious insects or plant disease.

6.3 Activities. Nuisance activities may not be undertaken in the Community or on any public street abutting the Community or exposed to the view of other Units or Association property without the Board's prior written approval. Nuisance activities include but are not limited to the following: hanging, drying, or airing clothing, fabrics, or unsightly articles, unreasonable noise from parties, recorded music, radios, televisions or related devices, or live music performance, unreasonable noise from a barking dog, or other animal kept in the Community, repair, or maintenance of vehicles or mechanical equipment (except in a closed garage), outdoor fires except in barbeque grills designed and used in such a manner that they do not create a fire hazard, and outdoor storage of bulk materials or waste material (except in temporary storage areas designated by the Board of Directors).

Article 7: Residential Uses

7.1 General. Each home and lot shall be used for single-family or residential purposes. No home or lot shall be used for any business or other non-residential use without the prior written consent of the Board.

7.2 Rent. All Owners are entitled to rent their Residential Unit. Any rental or lease agreement shall be in writing, shall provide that the lease is subject to the Governing Documents, and shall provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental or lease agreement. Any lease shall be for a minimum term of 12 months. A copy of the rental or lease agreement shall, upon request, be provided to the Association. The Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents and these Rules & Regulations pursuant to the occupancy and use of the Condominium.

Article 8: Patio & Barbeque Area Reservation

8.1 General. The Patio/Barbeque Area is available for all Residents, but it is also available for exclusive use to any Resident for entertaining guests, by reservation only from the Owner or by the Owner's consent. The Patio/Barbeque Area will only be available to reserve for one (1) event, per day. Reservations will not be accepted on Holidays or Holiday Weekends. The Association is not responsible nor liable for any lost or stolen personal property.

8.2 Application. If a Resident wishes to reserve the Patio/Barbeque Area, a Patio/Barbeque Area Reservation Form must be submitted to the Management Company 14 days before the event, signed by both the Owner and Resident-Applicant (if different from the Owner). Attached as Exhibit A is the Patio/Barbeque Area Reservation Form. Each request is reviewed on a first come-first served basis. Written approval will be provided by a confirmation letter or email. A reservation request is not considered approved without a written confirmation letter or email from the Management Company. The Board of Directors retains the right to deny and/or restrict the reservation request for a variety of reasons before the reservation date. These reasons include, but are not limited to, delinquent HOA dues, violation of rules, and deliberate abuse of the pool, spa, patio, barbeque, fireplace, and/or landscape areas.

8.3 Exclusion. Any approved reservation is solely for the use of the Patio/Barbeque Area. The reservation does not include the exclusive use of the Pool Area and the pool, spa, cabanas, or furnishing, and/or the restrooms adjacent to the Patio/Barbeque Area. At all times the pool and spa areas are to remain accessible to all Residents.

8.4 Guidelines

A. Persons requesting reservation of Patio/Barbeque Area must be 21 years of age or older and a Resident of the Association. Any current lessee/tenant of a Unit may request a reservation but the Unit's Owner will retain sole responsibility for the tenant's/lessee's actions/damages, as stated in the CC&Rs.

B. The maximum number of guests permitted at the event shall be no more than thirty (30) persons.

C. The reserved event is to occur between the hours of 9:00 a.m. and 10:00 p.m. for a maximum of 3 hours.

D. The reserving Resident must be present during the entire duration of the event. The reserving Resident will be held responsible for exercising control over his/her guests while using the reserved area, and/or outside facilities by making sure other Residents are not annoyed, harassed, or inconvenienced in their Units and keeping music and/or noise at a reasonable level.

E. In accordance with California State Law, no one under the age of 21 years old shall be served or hold alcoholic beverages while on the premises. If alcoholic beverages are to be served, no minors are to be present without parental supervision. The event host assumes all liability for guests that are served or hold alcoholic beverages.

F. After the event, the reserving Resident shall be held responsible for returning the Patio/Barbeque Area to the condition in which it was found. This includes, but is not limited to, original replacement of all furnishings, clean-up of all surfaces (this includes tables and BBQ unit), and proper disposal of all trash. If, after an inspection of the area, it is found that it was left in disarray, trash/debris left on the floor, and/or damage(s) has

occurred there will be a fine imposed, and any additional cost(s) for damage(s) and/or repair(s). The resulting fine will be added to the Owner's HOA monthly Assessment.

Article 9: Bulletin Board/Posting

9.1 Bulletin Board by Board. The Board of Directors maintains a bulletin board to convey information to Residents on upcoming events, Board of Director meeting agendas, and the Community licenses. Residents are encouraged to review the bulletin board periodically.

9.2 Bulletin Board by Owners. Owners may request the Board of Directors to post a non-excluded advertisement or flyer within the bulletin board by sending a written request with a copy of the proposed advertisement or flyer to the Management Company. The advertisement or flyer must be no larger than letter-sized paper (8.5x11). Upon approval, the Board of Directors will post the advertisement or flyer in the bulletin board for up to 30 days.

9.3 Other Postings. Residents are permitted to post non-excluded advertisements or flyers on the mailboxes for up to 7 days. The advertisement or flyer must be no larger than letter-sized paper (8.5x11). Examples of permissible advertisements or flyers for the mailboxes include notices of lost items, found items, missing animals, found animals, and seeking assistance.

9.4 Excluded Postings. Excluded from posting within the Bulletin Board or otherwise are solicitation offering items or services for sale, political communications, material perceived as discriminating against people based on their race, nationality, color, sex, sexual orientation, religion, mental or physical disability, family status, and any other protected group, and material related to illegal or illegitimate activities.

9.5 Removal. Any advertisement or flyer posted in violation of the above Rules & Regulations will be taken down by the Board or Management Company.

Article 10: Reporting Violations & Enforcement

10.1 General. All Owners, Residents, and guests are required to abide by all established rules. Anyone not abiding by these rules may face corrective action by the Board of Directors. The Association's Management Company has been instructed by the Board of Directors to require the compliance of Residents with all provisions of the Rules and Regulations and Owners with all provisions of the Rules and Regulations, Design Guidelines, Bylaws, and CC&Rs.

10.2 Reporting. If a Resident observes any infraction of the rules, the Resident may either point out the infraction to the person involved or may inform the Management Company, in writing, of the facts. No such written notification shall be considered unless the person writing identifies himself. Please correspond by mail or email with the Management Company.

10.3 Offenses. Violations of the CC&Rs and Rules and Regulations will be enforced as follows:

A. Courtesy or Correction Notice: The Owner is issued a courtesy or correction notice. Compliance with any requested correction shall be completed within 30 days, and if not, an initial fine will issue.

B. Violation Notice #1: After the 30 days passed with no correction or correction plan, a Notice of Violation is issued and the Initial Fine is assessed. Compliance with the Notice of Violation shall be completed within 20 days, and if not, a second fine will issue.

C. Violation Notice #2: After the 20 days passed with no correction or correction plan, the 2nd Notice of Violation is issued and the Second Fine is assessed. Compliance with the 2nd Notice of Violation shall be completed within 10 days, and if not, a third fine will issue.

D. Violation Notice #3: After the 10 days passed with no correction or correction plan, the 3rd Notice of Violation is issued and the Third Fine is assessed. Also, a Notice of Hearing shall issue asking the Owner to attend the next regular meeting to discuss the violation with the Board of Directors. Compliance with the 3rd Notice of Violation shall be completed within 5 days, and if not, a fourth fine will issue.

E. Violation Notice #4: After the 5 days passed with no correction or correction plan, the 4th Notice of Violation is issued and the Fourth Fine is assessed. Compliance with the 4th Notice of Violations shall be completed within 5 days, and if not, the matter will be referred to the Association's attorney.

10.4 Fines: These fines are subject to adjustment by the Board of Directors for extenuating circumstances. Fines shall be in addition to an assessment equal to any applicable cost of repair.

A. Initial Fine: \$100.00

B. Second Fine: \$200.00

C. Third Fine: \$300.00

D. Fourth Fine: \$400.00

E. Malicious Damage to Association Property: \$100.00, plus repair costs.

10.5 Hearing: After receipt of a Courtesy/Correction Notice or any Notice of Violation, an Owner may request through the Management Company to have a hearing before the Board of Directors at the next regular meeting to discuss any violation, proposed fine, or assessed fine.

After the issuance of the 3rd Notice of Violation, the Board will request the Owner to attend the next regularly scheduled meeting to discuss the Owner's violation.

Article 11: EV Charging Station & EV-Dedicated TOU Meters

11.1 General Requirements

A. Health and Safety Compliance. All Electric Vehicle Charging Stations and EV-Dedicated TOU Meters installed in the Association must meet applicable health and safety standards, applicable zoning, land use, and other requirements imposed by state and local authorities.

B. Governing Documents. Installation, removal, replacement, and use of any Electric Vehicle Charging Station and EV-Dedicated TOU Meter must comply with all architectural procedures, standards, and other requirements of the Association's Governing Documents.

C. Licensed Contractors. Regardless of whether Association approval is required, any installation, removal, or replacement of an Electric Vehicle Charging Station and EV-Dedicated TOU Meter must be performed by a State licensed contractor to perform the necessary work, and who has liability insurance for the work to be provided with commercially reasonable policy limits.

D. Building Department and Association Approvals. Any installation, removal, or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter requiring the issuance of a building permit shall be submitted by the Owner to the appropriate governmental entity for review and approval. If there is a conflict between the conditions of approval imposed by the governmental entity and the Design Review Committee/Board, the more restrictive conditions shall control. The Design Review Committee may impose conditions of approval that are more restrictive than conditions imposed by governmental agencies.

11.2 Architectural Approval Requirements & Procedures

A. Approval Required. Installation, removal, or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, including any related wiring, conduits, or other components, within or through any portion of the Owner's Exclusive Use Area or the Common Area, is subject to advanced written approval by the Association's Design Review Committee or Board of Directors. Installation, removal, or replacement of an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, including all related wiring, conduit, and other components, entirely within the Member's separate interest does not require Association approval, but is subject to all other requirements herein and required by law.

B. Approval Process. Any application for approval of the installation of an Electrical Vehicle Charging Station or EV-Dedicated TOU Meter must be processed and approved by the Association in the same manner as any other architectural application for approval and must not be willfully avoided or delayed. Approvals and disapprovals must be in writing. Disapprovals must include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board.

11.3 Conditions of Approval

A. Conditions of Approval – Electric Vehicle Charging Station. The Owner must meet the following conditions before approval will be granted:

1. Use a licensed contractor to install the station.
2. Provide a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy in the amount of \$1,000,000.
3. Pay for both the costs associated with the installation of and the electricity usage associated with the Electric Vehicle Charging Station.
4. Execute an agreement containing covenants to be prepared and recorded by the Association, at the Owner's expense, which makes the current and future owners of the Owner's Unit responsible for the following:
 - a. Costs for damage to the Electric Vehicle Charging Station, Common Area, Exclusive Use Area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the charging station.
 - b. Costs for the maintenance, repair, and replacement of the Electric Vehicle Charging Station until it has been removed and for the restoration of the Common Area after removal.
 - c. The costs of electricity associated with the Electric Vehicle Charging Station.
 - d. Disclosing to prospective buyers the existence of any Electric Vehicle Charging Station of the Member and the related responsibilities of the Member under the agreement.

B. Conditions of Approval – EV-Dedicated TOU Meter. The Owner must meet the following conditions before approval will be granted:

1. Engage the relevant utility to install the EV-Dedicated TOU Meter and, if necessary, a licensed contractor to install the wiring or conduit necessary to connect the electric meter to an Electric Vehicle Charging Station at Member's expense.
2. Provide a certificate of insurance that names the Association as an additional insured under the Member's insurance policy in the amount of \$1,000,000.

3. Execute an agreement containing covenants to be prepared and recorded by the Association, at the Owner's expense, which makes the current and future owners of the Owner's Unit responsible for the following:
 - a. Costs for damage to the EV-Dedicated TOU Meter, Common Area, Exclusive Use Area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the EV-Dedicated TOU Meter.
 - b. Costs for the maintenance, repair, and replacement of the EV-Dedicated TOU Meter until it has been removed and for the restoration of the Common Area after removal.
 - c. Disclosing to prospective buyers the existence of any Electric Vehicle Charging Station of the Owner and the related responsibilities of the Owner under the agreement.

C. Additional Conditions. The Association through its Board or Design Review Committee may impose additional reasonable restrictions and architectural standards concerning the installation, use, removal, and replacement of Electric Vehicle Charging Station and EV-Dedicated TOU Meters that are consistent with the Association's CC&Rs and the law.

1. *Limitations on Electric Vehicle Charging Station.* Electric Vehicle Charging Stations may not significantly increase the cost of the station or significantly decrease its efficiency or specified performance.
2. *Limitation on EV-Dedicated TOU Meter.* Reasonable restrictions and conditions on EV-Dedicated TOU Meters may be based on space, aesthetics, structural integrity, and equal access to such services for all Owners, but the Association must attempt to find a reasonable way to accommodate the requested installation unless doing so would require the Association to incur an expense.

11.4 Permissible Installation Locations.

A. Electric Vehicle Charging Stations. Electric Vehicle Charging Stations may be installed in the following locations.

1. *Separate Interest or Designated Space.* The Association must permit the installation of Electric Vehicle Charging Stations within an Owner's Unit or in a designated parking space, including, but not limited to, a deeded parking space, a parking space in an Owner's Exclusive Use Area (as defined in the Association's CC&Rs), or a parking space that is specifically designed for use by a particular Owner. (Civil Code §4745(a).)
2. *Common Area for Exclusive Use by a Member.* The Association must permit installation of Electric Vehicle Charging Stations for the exclusive use of an Owner in the Common Area, which is not an Exclusive Use

Area, only if installation in the Owner's designated parking space is impossible or unreasonably expensive. In this case, the Association and Owner must enter into a license agreement for the use of the space in the Common Area. (Civil Code §4745(g).)

B. EV-Dedicated TOU Meters. EV-Dedicated TOU Meters may be installed in the following locations:

1. *Members Separate Interest.* To the extent reasonably possible, an EV-Dedicated TOU Meters must be installed in the Owner's separate interest.
2. *Exclusive Use Area.* If the installation of the EV-Dedicated TOU Meters in the Owner's separate interest is not reasonably possible, it must be installed in the Owner's Exclusive Use Area, if any.
3. *Common Area for Exclusive Use by a Member.* If installation in the Owner's separate interest and the Owner's Exclusive Use Area, if any, is not reasonably possible, it may be installed in the non-exclusive Common Area, if reasonably possible.

11.5 Other Requirements

A. Insurance.

1. *Insurance Required.* Any Owner with an Electric Vehicle Charging Station or EV-Dedicated TOU Meter, whether located within a separate Unit or the Common Area or Exclusive Use Area, must, at all times, maintain a liability coverage policy with limits of \$1,000,000. The Owner that submitted the application to install the Electric Vehicle Charging Station or EV-Dedicated TOU Meter must provide the Association with the corresponding certificate of insurance within 14 days of approval of the application. That Owner and each successor Owner must provide the Association with the certificate of insurance annually thereafter.
2. *Exceptions to Insurance Requirement.* An Owner is not required to maintain a liability coverage policy for an Electric Vehicle Charging Station consisting of an existing National Electric Manufacturers Association standard alternating current power plug.

B. Architect/Consultant. The Board may retain the services of an architect and one or more consultants to assist the Design Review Committee in its duties. Compensation for consultants' services must be fixed by the Board. The cost of such consultant and any related expenses may be charged to those Owners submitting plans for the installation of Electric Vehicle Charging Stations or EV-Dedicated TOU Meters. Any significant costs must be submitted to the Owner for approval before being incurred by the Association.

C. Inspection. The Association has the right, but not the obligation, to periodically inspect any work approved by the Design Review Committee. Owners must

be allowed inspection and work may be halted and the Owner fined if the inspection is not allowed. Such inspections do not relieve an Owner of his/her duty to comply with the Association's architectural standards and all applicable building and fire codes.

D. Mechanic's Lien. Owners shall ensure that no lien is placed against any other Unit or the Common Areas for labor or material furnished to their Unit. If a lien is placed against the Common Areas and other Owner's Units, and the responsible Owner does not immediately cause the removal of the lien, the Association may, after written notice to the responsible Owner, pay the amounts necessary to have the lien removed and levy a reimbursement assessment against the responsible Owner for the monies advanced as well as any fees and costs incurred by the Association.

Article 12: Elections

12.1 Membership Meetings

A. Generally

1. *Annual Meetings.* The Association must hold an annual meeting each year to elect Directors, to conduct and announce the outcome of such election, and to conduct any other Association business. Such meetings may include Director elections or other types of elections.
2. *Special Meetings.* Special meetings may be called for any lawful purpose by any of the following (a) President of the Association and (b) a majority of a quorum of the Board. In addition, special meetings of Members for any lawful purpose may be called by 5 percent or more of the Members in good standing, or as otherwise required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying the nature of the business to be transacted. The Director or officer receiving the request must promptly deliver the request to the remaining Directors.
3. *Date, Time, and Location of Meetings.*
 - a. *Selected by the Board.* Regular meetings shall be held at least annually on or about the anniversary date of the first annual meeting. The Board may set the date and hour of special membership meetings. Meetings of the Owners shall be held on the Community, or such other suitable place as proximate to the Community as practical and convenient to the Owners, as designated by the Board.
 - b. *Selected by the Membership.* If the date, time, and/or location of a membership meeting selected by petitioning Members is unreasonable or contrary to the Governing Documents and/or statutory requirements, the Board is empowered to reschedule the date, time, and/or location to something reasonable, relatively close to the original date, time, and location requested by the Members calling the meeting,

and compliant with the governing document and statutory requirements.

B. Notice Requirements

1. *Notice of Annual Meetings or Special Membership Meetings Called by the Board.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, notice of annual meetings or special membership meetings called by the Board must be given not less than 10 days nor more than 90 days before the date of the meeting.
2. *Notice of Special Meetings Called by Petition of the Members.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Members must be given by the Board within 20 days of the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with the Election Rules. The special meeting must be held not less than 35 days nor more than 90 days following the Board's receipt of the request.
3. *Notice for Ballot-Counting Meetings.* If secret ballots are to be counted at a membership meeting or Board meeting, at least 30 days' notice, or any longer period of notice required by the Bylaws or the Davis-Stirling Act, must be given to every member before the voting deadline.
4. *Notice Contents.* The notice must specify at least the place, date, and hour of the meeting and (a) in the case of a special meeting, the nature of the business to be transacted as specified by those persons calling the meeting (and that no other business may be transacted except as specified in the notice), or (b) in the case of the annual meeting, those matters which the Board intends to present for action by the Members. No business may be transacted at a meeting of the Members except what is specified in the notice and/or agenda for such meeting. For elections subject to Civil Code §5115 of the Davis-Stirling Act, additional notice contents may be required as specified therein.
5. *Delivery.* Notice of any membership meeting must be given as follows:
 - a. *Method of Delivery.* Either personally, by electronic transmission (when consented to by the Member), or by first-class mail, charges prepaid.
 - b. *Location of Delivery.* To the Member: (i) at a primary or secondary address stated in a written notice provided by the Member to the Association per Civil Code §404(a); or (ii) if the Member fails to provide such notice, the last address provided in writing by the Member; or (iii) if none of the above, the address of the Member's Separate Interest.

- c. Delivery Deemed Given. Notice of a membership meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to the same.

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

D. Quorum. Unless otherwise provided by law or the Bylaws, the quorum requirement for membership meetings is 25% of the voting power of the Association. The Members may be represented in person, by ballot, or by proxy. When a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, is an act of the Members unless the vote of a greater number is required by the Articles, Bylaws, CC&Rs, or law. Under the Davis-Stirling Act, the quorum for an election to approve an assessment increase is more than 50% of the members.

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

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

12.2 Directors

A. Number and Term of Directors. The Board will consist of 3 Directors. The term of each Director is 2 years and until a qualified successor is elected to fill his/her seat. Two Directors will be elected in even-numbered years and 1 Director will be elected in odd-numbered years.

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

1. *Candidates Must Be Members.* The Board candidate must be a Member of the Association at the time of the nomination. Proof of membership must be a recorded deed. Persons holding a fee simple interest in a Separate Interest merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.
2. *Prior Ownership for One Year.* The Board candidate must be the record Owner of a Separate Interest for at least one year.
3. *Member in Good Standing.* The Board candidate must not be delinquent by more than 60 days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:
 - a. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges, or costs levied by a third party.
 - b. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
 - c. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.
4. *Co-Owners Eligible for only One Position.* The Board candidate must not have a record fee simple ownership interest in a Separate Interest which is part of the Association with another person or impersonal entity concurrently serving as a Director. Where two or more co-owners concurrently seek election to the Board, only the first nomination will be effective.
5. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806, or any successor statute, or which conviction would cause coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.
6. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

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

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

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

12.3 Inspector of Election

A. Selection

1. *Process*. Before the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one or three person(s) as Inspector of Election.
2. *Eligible Inspector(s)*. The Board may select as Inspector of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:
 - a. *Poll Workers*. A volunteer poll worker with the County Registrar of Voters;
 - b. *Accountants*. A licensee of the California Board of Accountancy, not under contract to the Association;
 - c. *Notary Public*. A notary public commissioned by the California Secretary of State;
 - d. *Association Members*. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a candidate for the Board;
 - e. *Professional Inspectors*. Third-party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

B. Duties. Duties of Inspector of Election include the following:

1. *Membership.* Determine the number of memberships entitled to vote and the voting power of each.
2. *Validity of Proxies.* Determine the authenticity, validity, and effect of proxies, if any.
3. *Closing and Reopening of Polls.* Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast ballots if the polls were previously closed, all consistent with the Association's other Governing Documents.
4. *Receive Ballots.* Receive all ballots. Once received by an Inspector of Elections, ballots are irrevocable.
5. *Custody.* Sealed ballots, signed voter envelopes, voter lists, proxies, and candidate registration lists shall at all times be in the custody of the Inspector of Election or at a location designated by the Inspector until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the Management Company, is permitted to open or otherwise review any ballot before the time and place at which the ballots are counted and tabulated. The Inspector of Election or the Inspector appointee(s) may verify the Member's information and signature on the outer envelope before the meeting at which ballots are tabulated.
6. *Challenges.* Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.
7. *County Ballots.* Count and tabulate all votes. All votes must be counted and tabulated by the Inspector of Election or the Inspector appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least 2 feet away from the Inspector and his/her/their appointee(s).
8. *Appoint Assistants.* Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspectors of Election deems appropriate provided that such persons are independent third parties.
9. *Results.* Determine the tabulated results of the election.
10. *Impartiality.* Perform all duties impartially, in good faith, to the best of the ability of the Inspector of Election, as expeditiously as is practical, and in a manner that protects the interests of all Members of the Association. Any report made by the Inspector of Election is *prima facie* evidence of the facts stated in the report.

11. *Miscellaneous.* Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's Governing Documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.

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

12.4 Nominations

A. Nomination Procedures and Notice. Before the election of Directors, the Board must, by written notice of all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least 30 days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Civil Code §4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as candidates on the ballot provided (1) they meet the candidate and Director qualifications and (2) their nomination is made before the date and time set for the close of nominations.

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

C. Floor Nominations and Write-In Candidates. Once nominations have been closed, no write-in candidates are allowed on ballots and no floor nominations of candidates can be made at the ballot-counting meeting.

D. Uncontested Elections. In any election where the number of qualified candidates nominated exceeds the number of positions to be filled, voting for Directors must be done by secret written ballot. When, at the close of nominations, the number of qualified candidates nominated does not exceed the number of vacancies, the candidates may be declared elected, without need for balloting, and will take their seats on the date set for the annual membership meeting.

12.5 Ballots and Proxies

A. Voting Rights.

1. *Number of Votes.* Each Member is entitled to 1 vote per Separate Interest on all matters presented to the Members for a vote.

2. *Record Date.* For Membership elections where written ballots are used, and for any other membership elections where the Board has not set a Record Date for the election, the Record Date will be the date ballots are distributed to the membership. Only Owners on the title on the Record Date are entitled to vote. Persons acquiring title after the Record Date may attend the election meeting but are not entitled to vote. For any membership election where a written ballot is not used, the Board is permitted to set a Record Date for an election no more than 60 days before the date of the election meeting.
3. *Proof of Membership.* No person or entity may exercise the rights of membership without an ownership interest in a Separate Interest subject to the Association's CC&Rs. If the Board requires proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past 30 days and a copy of the newly-recorded deed is not yet available, a completed escrow closing statement is sufficient.
4. *Cumulative Voting.* Cumulative voting is permitted. Every Member entitled to vote at any election for Directors of the Association is permitted to cumulate his votes and give 1 candidate the total number of votes to which the Member is entitled to cast or may distribute the Member's vote among the candidates as desired.
5. *Co-Owners.* Where there is more than one Owner of a Separate Interest subject to the Association's CC&Rs, all such co-owners are entitled to exercise the vote to which the Separate Interest is entitled. Fractional votes are not permitted. In the event more than one ballot is cast for a particular Separate Interest, only the first ballot received will be opened and counted.
6. *Presumption of Consent.* Unless the Inspector of Election receives a written objection before the close of balloting from a co-owner, it is conclusively presumed that a voting Owner acted with the consent of his or her co-owners.
7. *Voting for Properly Nominated Candidates.* Members must vote only for those candidate(s) who have been properly nominated before the close of nominations.
8. *Electing Board Seats with Different Terms.* In any election where different Board seats to be filled have different terms, the elected candidate(s), in the order of the most votes received, will fill the longest terms available first.

B. Proxies.

1. *Generally.* The Association may use and accept proxies as permitted by law and the Association's Governing Documents, provided that the Association is not required to prepare or distribute proxies. Proxies are not permitted to be considered or used in lieu of a ballot for any purpose.

2. *Proxy Form.* Any instruction given in a proxy issued for an election that directs the manner by which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. Proxies must meet all requirements of Chapter 4 of Article 2 of the Davis-Stirling Act, other laws, and the Association's Governing Documents.
3. *Vote by Proxyholder.* The proxyholder must cast the Member's vote by secret ballot unless the proxy is revoked by the Member before the receipt of the ballot by any Inspector of Election as described in Corporations Code §7613.
4. *Who May Be Proxyholder?* As provided for in Civil Code §5130(a)(1), proxyholders must be Members.

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

1. The date, time, and physical address to mail or hand deliver ballots to the Inspector.
2. The date, time, and location of the ballot counting meeting; and
3. A list of candidates to appear on the ballots.

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

E. Verification of Lists. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector of Election who must make the corrections within 2 business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

F. Secret Ballots. The use of secret ballots is only necessary when required by law. When secret ballots are not required by law, elections may be conducted by secret ballot, non-secret written ballot, or any other method permitted by law. All secret ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for returning the secret ballots as provided for in the Davis-Stirling Act and must be mailed by first-class mail or delivered to every Member entitled to vote at least 30 days before the initial voting deadline. Ballots seeking approval to amend or restate Governing Documents must be delivered to the Members with the text of the proposed amendment.

1. *Signature.* Secret ballots do not require a signature. Secret ballots signed by Members remain valid.
2. *Inner Envelope.* The Association will provide 2 envelopes. To preserve secrecy, the secret ballot is to be placed within an inner envelope with no identifying information. However, information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the secret ballot is to be placed into a second outer envelope containing identifying information.
3. *Outer Envelope.* In the upper left-hand corner of the outer envelope containing a secret ballot, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector of Election.
4. *Delivery.* Such outer envelope may be mailed to the address on the envelope or delivered to a location specified by the Inspector of Election. The Member may request a receipt for delivery.
5. *Content.* Ballots must: (a) set forth the proposed action; (b) provide an opportunity to approve or disapprove each item submitted for a vote; (c) set forth the number of ballots needed to satisfy the Quorum requirement; (d) specify the percentage of votes required to pass the proposal; and (e) state a deadline by which the ballot must be returned to be counted.

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

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

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

12.6 Campaign

A. Access to Media.

1. *Use of Association Resources.* Neither candidates nor Members may use the Association’s newsletter, website, or any other Association media for campaign purposes. But Candidates and Members have the right (a) to request a copy of the Association’s membership list and (b) to contact

members who have opted out of the membership list through alternative means of communications permitted by Civil Code §5220, for distributing, at their own expenses, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515.

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

B. Use of Common Area During Election Campaign. Each candidate, Member, or Resident is permitted during any Association election to use the Association's common area at no cost for purposes relating to the Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the election. Each candidate, Member, or Owner who wants to use the common area per Civil Code §§4510 or 5105 must make a reservation in advance of the date and time requested. Such requests are granted on a first-come, first-served basis provided the area is not already reserved. To assure fairness, each candidate may reserve the common area for no more than 2 hours on any particular day and is permitted to only make 1 reservation per day.

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

D. Improper Electioneering.

1. *Prohibited Activities.* In addition to any of the prohibitions under this Article, candidates, Members, including their tenants, families, employees, agents, visitors, and licensees, are prohibited from engaging in any of the following activities:

- a. Causing any printed campaign or other election-related materials to be placed upon or fixed to (i) residents' vehicles, (ii) common area walls, doors, or windows, (iii) mailboxes or mailbox structures, or (iv) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or Management Company;
 - b. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - c. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - d. Interfere with the counting or tallying of votes;
 - e. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he/she knows the Member is voting;
 - f. Induce other Members to divert ballots away from the Inspector of Elections; or
 - g. Interfere with any candidate's ability to distribute authorized campaign materials.
2. *Report Violations.* Members are encouraged to report any electioneering violations they witness to the Board or Management Company.
 3. *Fines.* The Board is permitted to levy a fine of up to \$100 for each violation of this section.

12.7 Canvassing and Petitioning.

A. Generally. Canvassing and petitioning the Members, the Board, and Residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours between 9:00 a.m. and 9:00 p.m. However, any Member or Resident who declines to be contacted on any issue must not be contacted by telephone or personal visits thereafter.

B. Impermissible Conduct. Nothing in this section permits a Member or Resident to contact another Member or Resident that constitutes (1) a breach of the Member's or Resident's quiet enjoyment or (2) a nuisance.

12.8 Distributing Information.

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

1. Members or Residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or Residents by (a) mail, (b) placing printed materials under front doors, front door mats, and behind screen doors, and (3) handing out printed materials in the

common area to Members and Residents willing to accept such materials. The handing out of materials in the common area is limited to the hours between 9:00 a.m. and 9:00 p.m.

2. Members and Residents may not cause any printed materials, including those for any purpose specified in Civil Code §4515, to be placed upon or affixed to (a) Residents' vehicles, (b) common area walls, doors, or windows, (c) mailboxes or mailbox structures, or (d) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or Management Company.
3. Members and Residents distributing and circulating printed materials permitted in these rules are responsible to collect and discard any materials that remain uncollected after 24 hours from distribution or circulation.

12.9 Petitions

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

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

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

D. Setting the Date. The date of the special meeting for a recall must be set in the manner provided for in this Article and the law.

E. Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if: (1) the Board or Director has held office during the current term for less than 90 days; (2) a recall election has been determined in the Board's or Director's favor within the last 6 months; (3) for the recall of a Board, when an annual meeting will be held within 6 months or less; or (4) for the recall of individual Directors, when their term will end within 6 months or less. If recall of the entire Board fails, a 6-month waiting period must be observed before a recall petition may be filed against individual Directors who served on that Board.

12.10 Post-Election Results.

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

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

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

C. Status of the Election Materials after the Election. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector of Election or at a location designated by the Inspector until after the tabulation of the vote, and until the time allowed by Civil Code §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 of Election shall, upon written request, make the ballots available for inspection and review by Members or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

D. Election Recount. Election recounts, other than the automatic recount following a tie will be conducted as follows:

1. Any Member may demand a recount of the ballots provided (a) demand is made in writing to the Inspector of Election within 5 days after the election results have been announced, and (b) the Member pays in advance for the estimated cost of the recount, which estimate will be provided by the Inspector of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.
2. The recount must be commenced within 7 days of the request for the recount and must be done by or under the supervision of the Inspector of Election. If any Inspector of Election declines to perform the recount, the

Board may appoint a replacement Inspector of Election, using the criteria specified in this Article and the replacement Inspector will assume custody of the ballots.

3. Any recount may be observed by Members. No election materials may be touched or handled by any person without the express consent of the Inspector of Election and under the supervision of the Inspector. The results of the recount must be reported to the Board and must be recorded in the minutes of the next Board meeting and reported to the membership.

EXHIBIT A
Patio/Barbeque Area Reservation Form

Name of Reserving Resident: _____ . I am: ____ Owner ____ Tenant
Name of Owner (if not Reserving Resident): _____
Unit #: _____ Phone No.: _____ Email address: _____
Type of Event: _____ No. of Guests Expected: _____
Event Date: _____ Starting Time: _____ Ending Time: _____

Under penalty of law, I acknowledge that

- I will indemnify and hold the Amador Community Association harmless from and against all claims, suits, proceedings, awards, judgments, and/or legal expenses and costs incurred by, charged to, or asserted against the Amador Community Association because of our conduct.
- I will be held financially responsible for all damages that my guests might incur before/during/after this event.
- I received a copy of, read, and fully understood the Amador Community Association Patio/Barbeque Area rules within Amador's Rules & Regulations, and I agree to abide by them.
- I understand that in the event that I DO NOT follow any of the stipulated rules and/or provide inaccurate or false information on my application, the Amador Community Association reserves the right to approve/disapprove my reservation, and may cancel and/or restrict my event at any time prior to/during its duration.

Reserving Resident Signature: _____ Date: _____

Owner Signature (if not Reserving Resident): _____ Date: _____

Mail/Submit Reservation Request form **14 days before the event** to Management Company for
AMADOR COMMUNITY ASSOCIATION

For Office Use Only

AMADOR COMMUNITY ASSOCIATION

Your Patio/Barbeque Area Reservation Request has been → Approved ____ Denied ____
Reason for Denial: _____
Signature: _____ Date: _____