

HOPETOWN HOMEOWNERS ASSOCIATION



Rules and Regulations

INTRODUCTION

These Rules and Regulations have been adopted to serve the interest of all residents of Hopetown. They are intended to be in accord with the CC&Rs. Should a conflict occur, the CC&Rs take precedence.

Please review these Rules and Regulations and keep them handy for periodic reference. Hopefully, you can find the answers to any questions you may have herein. If you cannot, please feel free to contact our Management Company who can be reached at:

Anchor Community Management, Inc.
P.O. Box 3237
Camarillo, CA 93011-3237
805-388-3848 † fax: 805-388-0856 † info@anchorcommunitymgt.com
anchorcommunitymgt.com/hopetown.htm

RULE VIOLATIONS

Sometimes it is alleged that a resident may have violated a community rule. A violation complaint must be submitted in writing and include the following: time, date, location, nature and, if possible, the resident(s) responsible for the violation. After a complaint is submitted to the Management Company, the resident is given the opportunity to offer their side of the story. If it becomes necessary to uphold a violation against a resident, the following procedure will be followed, except where noted:

- 1st violation - Warning Letter
- 2nd violation of the same rule within a twelve (12) month period - \$50.00 fine
- 3rd violation of the same rule within a twelve (12) month period - \$100.00 fine
- 4th and subsequent violation of the same rule within a twelve (12) month period - \$100.00 fine and possible legal action

Collection: Collection of fines and legal fees will be added to the monthly statement and are due and payable immediately.

ENFORCEMENT PROCEDURE

1. A violation complaint must be made in writing, signed and submitted to the Management Company. A "Notice of Violation" (warning letter) will be mailed, by the Management Company, to the homeowner. This letter has no fine attached.
2. The homeowner must respond in writing to the Management Company within ten (10) days of the "Notice of Violation," indicating compliance, or a request for appeal at the next scheduled Board Meeting. Failure to correct the violation or to respond in writing or appear at the appeal may result in a fine. The minimum fine will be \$50.00. (NOTE: Only the homeowner may appeal a violation.)
3. An appeal hearing will be held by the Board, at the next regularly scheduled Board Meeting, following the homeowner's request for appeal. It is incumbent upon the Board to act on any appeal on its agenda at the next scheduled Board Meeting or the alleged violation will be dismissed. The homeowner will be advised of the Board's decision in writing.

Privacy

Excessive noise is not allowed, as it can be a nuisance to your neighbors. Noise will be considered excessive (by a reasonable interpretation) if your neighbors complain. Be particularly considerate of your neighbors when playing radios, stereos, televisions or musical instruments.

Pets

1. Pets should be kept and cared for, in such a way, that neighbors are not disturbed or annoyed by them.
2. All dogs must be leashed within the common areas. Animals not under control by their owners, in the common areas, may be turned over to the Department of Animal Regulations.
3. Pets are not allowed to deposit any waste in the common areas or any other homeowner's yard. Should this occur, the person responsible for the pet must clean up the waste immediately.
4. The Board reserves the right to request immediate removal of any pet that is a nuisance or a threat to other residents.

Walkways and Common Areas

1. Garbage (cans, bags, boxes) may be placed in collection pick up area for a reasonable period (not to exceed twenty-four (24) hours before or after scheduled collection hours).
2. Garbage (cans, bags, boxes) is to be stored out of visual sight from the front of the homeowner's home.
3. Bicycle riding, roller-skating, roller-blading and/or skateboarding are not permitted on walkways, driveways, common areas or retention basins.
4. Football, baseball or other similar games are not permitted in the common areas.
5. No climbing of trees within the common areas.
6. Tampering with sprinkler heads, in common areas is not permitted.
7. Littering is not permitted.
8. No sign, billboard, banner, poster or other marketing or adverting structure or device will be permitted for display, to the public view, on any part of the Association property or from any residence except signs relating to a lot for sale, rent or for exchange.
9. Storage of personal items in common areas is not permitted.
10. Usage of common area water faucets for personal use is not permitted.
11. No resident may enter any retention basin.
12. Dumping or disposal of any material, in retention basin by any resident is prohibited.

Parking and Traffic

Note: All streets within Hopetown are public and are subject to all applicable laws, ordinances and statutes of the City and the County. Standard passenger vehicles, including, without limitation, automobiles, standard sized passenger vans, and pickup trucks having a payload capacity of one ton or less shall be deemed to be "authorized vehicles," which may be parked in any portion of Hopetown intended for parking of motorized vehicles.

1. The maximum speed limit within the entire community is 35 mph, however with many children in the community please drive slowly and be cautious.
2. No storage of vehicles on the street is permitted. Storage will be defined as the parking of a vehicle in any one location, without being moved, for a period of 72 hours or more. Non-operational vehicles must be parked in the garage.
3. Vehicles parked on streets must be parked in the direction of traffic flow.
4. Storage or parking of commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, concrete trucks, etc.) is prohibited. Such vehicles may be parked for a brief period for loading, unloading, or making deliveries.

5. Storage or parking of recreational vehicles (e.g., motor homes, travel trailers, campers, camper vans, jet-skis, boats and/or boat trailers, etc.) on streets or driveways is prohibited. Such vehicles may be parked for a brief period (not to exceed 48 hours) for loading, unloading, making deliveries or making emergency repairs.
6. Service vehicles may park in streets or driveways only while service is being done, but in no instance may be parked overnight.

Driveways and Garages

1. Automotive repair is permitted only in garages.
2. Garage doors and gates must be closed unless the homeowner/resident is in attendance.
3. Hanging or drying of any material (clothing, etc.) from open garage doors or any part of the unit is prohibited.
4. Storage of open containers of gasoline, paint products or any other volatile chemicals in a garage is prohibited.
5. Fluid leakage from vehicles is not permitted on streets or driveways. If fluid leakage occurs, the owner of the vehicle must clean up the leakage immediately, or the Association will arrange for clean up and bill the vehicle owner, directly.
6. Garage and/or moving sales are limited to once per year, per residence. Notice must be provided to the Board, in writing, at least seven (7) days in advance.
7. Storage of unsightly material is prohibited.

Patios and Balconies

1. Structural alterations are subject to review by the Architectural Control Committee and are to be acted upon by the Architectural Control Committee within forty-five (45) days from the date of original submission.
2. Constantly visible storage of an unsightly nature is prohibited. This includes towels, clothes, mops, brooms, bicycles, cleaning items, excess furniture, etc.
3. Clothes, towels, rugs, draperies, etc., shall not be hung on railings, fences, or other contrivances within view of other homeowners.
4. Weeds must be controlled so that they are not visible to other homeowners. Trees and shrubs must be trimmed away from roofs and walls.

Architectural

1. Any exterior or structural alteration(s) must be approved **prior** to the alteration, by the Architectural Control Committee. A form for approval is available from the Management Company, and upon receipt from the requestor, will be forwarded to the Architectural Control Committee for approval or disapproval. Any action taken by the Architectural Control Committee will require the written approval of a majority of its members. The Architectural Control Committee will notify the requestor of approval, disapproval and/or the need for additional information that may be required. Plans and resubmittals shall be approved or disapproved within forty-five (45) days. Failure of the Architectural Control Committee to respond to a submittal or resubmittal of plans within such period will be deemed to be an approval of the plans as submitted or resubmitted.
2. Approval by the Architectural Control Committee does not constitute approval by the City of Simi Valley, nor does approval by the City of Simi Valley constitute approval by the Architectural Control Committee. Residents are to be aware that alterations to their home must adhere to the building codes imposed by the City of Simi Valley. Final approval by the Architectural Control Committee will not be granted without the proper City permits.
3. All submissions to the Architectural Control Committee must be in writing. Your plans may be professionally drawn or handwritten. Describe your project, detailing on the plan where it will be located, provide size, dimensions, materials, and colors to be used. Location and species of plants and trees must also be included. All plans must be submitted in triplicate along with a completed Architectural Approval Application.
4. Following are examples of architectural improvements that may be considered, based on their conformance to the aesthetic consistency of the community:

- a. Patio enclosures, patio covers, and/or sunshades
 - b. Outdoor carpeting (subject to color approval)
 - c. Lattice work
 - d. Outside shelves
 - e. Screen doors
 - f. Rain gutters
 - g. Additions to fences, i.e., windscreens, wood extensions
 - h. Stained glass windows
 - i. Brickwork on walkways or patios
5. The following additions or alterations are prohibited:
 - a. Mirrored window film, aluminum foil, etc.
 6. If an architectural change is made without approval of the Architectural Control Committee or an inconsistency is noted, the owner will have forty-five (45) days to remove the change/inconsistency or appeal to the Architectural Control Committee, whose decision will be final.
 7. All house address lights must be operational, at all times.

Lease/Rental of Homes

1. No owner shall be permitted to rent or lease his lot for transient or hotel purposes, or for a period of less than thirty (30) days. No owner may rent or lease less than the entire lot.
2. Documents required:

Any homeowner who wishes to lease or rent their home shall provide the Association's Management Company with all of the following items not less than fourteen (14) days before the intended date of the lessee's occupancy:

 - A. A copy of the Association's Tenant Rule Abidance Agreement (TRAA) must be properly signed and dated by both the lessor and lessee. The lessor must provide to the prospective lessee a current copy of the Association's CC&Rs and Rules and Regulations, and the lessee must indicate that he/she has received and read the CC&Rs and Rules and Regulations, and that he/she is willing to fully abide by them, by signing the lessee's portion of the TRAA. Without both signatures on the forms listed in item (b) below, no tenancy will be granted by the Association. Copies of the TRAA can be obtained from the Management Company.
 - B. A copy of the properly completed lease/rental agreement, signed by both the lessor and the lessee, must be submitted to the Association's Management Company together with the TRAA.

If a homeowner/lessor allows occupancy by a tenant/lessee before compliance with both "A" and "B" above, the homeowner/lessor shall be fined in the amount of Two Hundred Dollar (\$200.00) per month until such compliance has been met.
3. Every Hopetown homeowner who leases or rents their home to a tenant/lessee must ensure that their current address and telephone number is on file with the Association's Management Company.
4. Homeowners/lessors are responsible for their tenant's conformance to all aspect of the Rules and Regulations. Any fine arising from a tenant's violation of the Rules and Regulations must be assumed by the homeowner/lessor and will be charged to the Homeowner's account.
5. Association membership assessments are the responsibility of the homeowner/lessor and are due and payable on the regular scheduled payment date. If the homeowner/lessor makes arrangements with the tenant/lessee for payment of membership assessments, it is the responsibility of the homeowner/lessor to ensure that payments are made. Any late payment fees accumulated will be billed to the homeowner/lessor account.
6. If any tenant/lessee is found to be in violation of the provisions of the Association Management documents, the Association may bring an action in its own name and/or the name of the Owner to have the tenant/lessee evicted and/or to recover damages.

Landscaping and Common Areas

Landscaping is encouraged to enhance the value and beauty of Hopetown, however, the following rules will be enforced to maintain the aesthetic consistency of the development:

1. Maintenance of plants in common areas (planting, trimming, removal) is not permitted by residents.
2. Vine type plants which cling to the outside of property parameter walls are not permitted, except in common areas.
3. Resident owned plants which could cover address numbers must be kept trimmed to keep the numbers visible at all times.
4. Homeowners are responsible for proper maintenance of landscaping within homeowner's exclusive areas. All lawns, trees, plants, shrubs shall be maintained.

Assessment Delinquency Policy

Updated January 2006

Timely payment of regular assessments is of critical importance to the Association. Members' failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to pay a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts, which incorporate the provisions of the California Civil Code Sec. 1350-1373, and Hopetown's CC&R's.

1. All regular assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month, in addition to all regular services and penalties (if applicable). A courtesy billing statement is sent each month to the billing address on record with the Association. **It is the owner of record's responsibility, however, to pay each assessment in full each month regardless of whether a statement is received.**
2. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment, or in the ballot presenting the special assessment to the members for approval, but in no event earlier than thirty (30) days after the special assessment is duly imposed.
3. Regular assessments and special assessments shall be delinquent if not paid within fifteen (15) days after they become due.
4. If an installment payment of a regular assessment or payment of a special assessment is not made within fifteen (15) days after it has become due, a late payment charge of the larger of ten percent (10%) or (\$10) shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums. The late fee for Hopetown is \$10.00.
5. If an assessment is unpaid for more than ninety (90) days after it is due, the Association will send a written warning (pre-lien letter) via first class and certified mail to the owner of record. There is an administrative charge for this action, plus the cost of certified postage. The owner has the right to request internal dispute resolution ("IDR"), upon receipt of the pre-lien letter.
6. If the assessment is unpaid after 30 days following the postmark of the pre-lien letter and fails to request IDR, the Board shall decide, by majority vote in an open meeting, whether to authorize the management company to record a lien in the Ventura County Recorder's Office against the property concerning all sums that are delinquent, including delinquent assessments, plus late charges, costs and reasonable attorney fees. There is an additional administrative/recording charge for this action. Additional charges and costs are incurred by the owner to record a Release of Lien after payment in full.
7. If an assessment is unpaid for more than thirty (30) days after the lien is filed, the Association may refer the matter to its attorney or trustee or other such designated agent for collection. The Association may cause an action at law to be brought against the owner who is personally obligated to pay the delinquent assessment, or may cause a judicial or non-judicial foreclosure proceeding to be initiated to foreclose its lien against the owner's unit, when the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, *or* the assessments are delinquent for more than twelve (12) months. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code Section §1366) and by the Declaration of the Covenants, Conditions and Restrictions (CC&R's) of the Hopetown Homeowners Association to recover not only the amount in default, plus late charges and interest, but also reasonable costs of collection,

including title company charges and attorney fees. **You could lose ownership of your property if a foreclosure action is completed.**

8. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR"). An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 1369.510 et seq. before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
9. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full shall such payments be applied to late charges, interest, and collection expenses, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner. Payments received on delinquent assessments will be applied to the owner's account by the balance forward payment method, i.e., in reverse order so that the oldest arrearage is retired first. Thus, an owner's failure to pay interest or late charges on delinquent assessments will result in continued delinquencies.
10. Any owner who is unable to pay an assessment will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
11. If an owner disputes any late charge or other charge levied by the Association, the owner is obligated to pay the amount in question despite such ongoing dispute and will be entitled to a refund or credit if the dispute is resolved in the owner's favor.
12. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorney's fees, must be paid in full to the Association.
13. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
14. The Association shall charge the owner a Twenty Dollar (\$20) fee for any check returned unpaid by the owner's bank.
15. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest, and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, after providing the owner with a duly noticed hearing pursuant to Civil Code Section 1363(h). However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.
16. **The mailing address for overnight payment of assessments is: Hopetown Homeowners Association, c/o Anchor Community Management, Inc., 215 E. Daily Drive, Suite 10, Camarillo, CA 93010.**

We hope that you will never be subject to the above procedures. We appreciate your cooperation and understanding regarding the critical importance of assessment collections.

CHRONOLOGICAL CHART – DELINQUENCIES

<u>Day</u>	<u>Action/event</u>
1	Assessment due
15	Unpaid assessment becomes delinquent. A \$10.00 late fee is applied.

- 90 A Notice of Delinquency (Pre-Lien) is sent via 1st Class and Certified mail, detailing the amount due, the collection procedures of the Association, an itemized statement of the charges owed by the owner including the principal amount, any late charges and the method of calculation, and any attorney's fees, and a statement detailing that any payments towards such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses (Calif. Civil Code Section §1367). Administrative charge + Certified mail fee.
- 120 The member will have thirty (30) calendar days to cure the payment delinquency. If the delinquency is not cured within thirty (30) calendar days of the Pre-Lien letter, a NOTICE OF ASSESSMENT (Claim of Lien) will be filed on the member's property (administrative/recording charge).
- 150 Lawsuit or foreclosure procedure or Small Claims Action may be filed (lien service, attorney or paralegal hourly rates + costs).

Rules for Voting by Secret Ballot Regarding Elections

Updated July 2007

Pursuant to California Civil Code Section 1363.03, the following rules and procedures shall apply for the Election and Removal of Directors.

Meeting at Which Secret Ballots Shall Be Tabulated.

1. The inspector(s) of election shall tabulate the ballots for the election of directors at the annual meeting of the owners or, if no quorum is present, at an adjourned meeting duly noticed. The Board of Directors shall determine the date, time and place of said annual meeting and/or adjourned annual meeting of the owners in accordance with the Association's Bylaws.

Nomination of Candidates.

1. At least sixty (60) days before the date of the meeting at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Candidate Nomination Form.
2. According to the Association's Bylaws "The affairs of the Association shall be managed by a Board consisting of five (5) Directors, each of whom...must either be an Owner of a Lot or an authorized agent and representative of Declarant, so long as Declarant owns a Lot in the project...The authorized number of Directors may be changed by a duly adopted amendment to the By-Laws." [Bylaws, Article 5, Section 5.1] "At the first annual meeting of the Association, the Members shall elect the Directors in accordance with the provisions set forth herein. The three (3) Directors receiving the highest number of votes shall each be elected for a term of three (3) years, and the two (2) Directors receiving the next highest number of votes shall be elected for a term of two (2) years. At each annual meeting thereafter, new Directors shall be elected to fill vacancies created by resignations or expiration of the terms of past Directors. Following the first annual meeting, the term of office for each successor Director shall be two (2) years. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms which a Director may serve." [Bylaws, Article 5, Section 5.2.]
3. "Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled...nominations shall only be made from among Members." [Bylaws, Article 6, Section 6.1] Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth hereinabove, and must confirm their willingness to run for election to the Board.
4. Any candidate nominated by another person, prior to the deadline for nominations by the candidate nomination form, will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. Write-in candidates and candidates nominated from the floor, at the meeting, must be present to accept said nomination.

5. All candidates who meet the qualifications to serve on the Board, if any, and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
6. The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.

Inspector(s) of Election.

1. The Board shall appoint one or three independent third party(ies) as inspector(s) of election after the close of candidate nominations, but before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to:
 - A. a volunteer poll worker with the county registrar of voters;
 - B. a licensee of the California Board of Accountancy;
 - C. a notary public;
 - D. 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; and,
 - E. a person who is currently employed or under contract to the Association for any compensable services.
2. Prior to the secret ballots being mailed to all of the owners, the inspector(s) of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's property manager, if any.
3. The inspector(s) of election shall also do all of the following:
 - A. determine the number of memberships entitled to vote and the voting power of each.
 - B. determine the authenticity, validity, and effect of ballots, proxies, etc., if any;
 - C. receive ballots;
 - D. hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - E. count and tabulate all votes;
 - F. determine when the polls shall close;
 - G. determine the result of the election;
 - H. perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
4. The inspector(s) of election may appoint and oversee additional persons to count and tabulate the votes as the inspector(s) deem(s) appropriate.
5. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
6. Any report made by the inspector or inspector(s) of election is prima facie evidence of the facts stated in the report.
7. The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

Secret Ballot Procedure; Record Date.

1. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting.
2. Ballots must ensure the confidentiality of the voters.

- A. A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot;
 - B. The ballot may 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 prints and signs his or her name, address (separate interest identifier) with unit number if any, that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election of the Association, who will be tallying the votes. Failure to do so will invalidate the ballot and member's vote.
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. A member may submit a written request to the Association for a receipt for delivery of the election materials.
 5. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
 6. Once cast, secret ballots cannot be revoked; they are irrevocable.
 7. The polls shall open on the date the ballots are mailed, and close when the voting period is officially closed at the annual membership meeting by the Inspectors of Election.

Campaigning.

1. All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (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.
2. All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, 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.

Handling of Ballots.

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 a resident. The first secret ballot received for any residence shall be the ballot which is counted. Any subsequent ballots for the same residence which are received shall be deemed invalid and shall be discarded.
2. The sealed ballots at all times shall be in the custody of the inspector(s) of election, Ballot Collector, 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. After the counting of the ballots and the certification of the election results by the inspector(s) of election, the ballots shall be transferred to the Association.
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.
4. After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

Tabulation of Votes; Quorum Requirement.

1. All votes shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.
2. The inspector(s) of election shall confirm that no more than one ballot was returned for each residence.
3. Any candidate or other member of the Association may witness the counting and tabulation of the votes.

4. The inspector(s) of election may establish a physical boundary or buffer zone around them during the tabulation of ballots.
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.

Announcement of Results.

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.
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.
3. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

Other Voting/Campaign Issues.

1. The total number of memberships entitled to vote equals the total number of residences in the Association. However, owners whose voting rights have been suspended in accordance with the Association's governing documents after notice and hearing shall not be entitled to vote.
2. "...Cumulative voting is required for all elections in which two (2) or more positions are to be filled; provided, however, that all cumulative voting hereunder shall comply with the procedural prerequisites of California Corporations Code, Section 7615(b), as same may be amended, from time to time, which provides that no Member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's or candidates' names have been placed in nomination prior to the voting, and a Member has given notice at the meeting prior to the voting of said Member's intention to cumulate votes. If any one (1) Member has given such notice, all Members (including Declarant) shall have the right to cumulate votes and give one (1) candidate, or divide among any number of candidates, a number of votes equal to the total number of votes to which said Member is entitled to vote upon other matters multiplied by the number of Directors to be elected." [Bylaws, Article 6, Section 6.2]
3. 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 the Section, above, entitled "Campaigning").
4. The Board of Directors may enact and implement a "Meeting Code of Conduct" to govern the conduct of members at meetings.