

MISSION RIDGE COMMUNITY ASSOCIATION
Rules and Regulations

Updated November 2011

FORWARD

The purpose of Mission Ridge Tract 3820 Community Association is to preserve, protect and enhance the Association property. To do so, rules must be enforced.

All Mission Ridge homeowners, by simply purchasing a home in the Mission Ridge community have agreed to abide by the rules set forth by the Mission Ridge Board of Directors. Please take time to familiarize yourself and any tenants you may have with these rules. Owners are responsible for giving their tenants a copy of these rules and for seeing that tenants abide by them. We encourage you to help us maintain our property values and our quality of life by becoming familiar with and adhering to these Rules and Regulations (R&R's).

The Board of Directors seeks your cooperation and assistance in enforcement of these rules. Complaints, suggestions and /or recommendations must be in writing, signed and submitted to the management company before a violation will be issued. All complaints are kept confidential.

We look forward to your participation in the Mission Ridge HOA and we hope your residence in the community is a long and happy one.

GENERAL INFORMATION

Monthly homeowner assessments are considered late if received after the 15th of the month. If late, a 10% late fee will be applied.

If you have an after-hours emergency affecting the common area, contact Anchor Community Management at 805-558-6581.

Any written communication with the BOD should be sent to:

Mission Ridge Tract 3820 Community Association
c/o Anchor Community Management, Inc.
P.O. Box 3237, Camarillo, CA 93011-3237

The Board of Directors of the Association has established the following Rules and Regulations. They are intended to help insure the Health, Safety, Comfort and Enjoyment of all who live here and utilize the recreation and other facilities located within the Mission Ridge Complex. Common areas within Mission Ridge include lawns, sidewalks, a pool, a spa, a bathhouse building, driveways, and RV lot and parking spots for Guest Parking.

GENERAL

1. The living Units are to be used for residential purposes only. No part of the Mission Ridge property may be used for business, manufacturing, storing, vending or any other non-residential purpose.
2. All tenants must be registered with the Association. Registration forms may be obtained from the Mission Ridge webpage, anchorcommunitymgt.com/missionridge.htm, or from the management company.
3. 'For Sale' or 'For Lease' signs may be installed on an owner's separate interest or real property, or on the real property owned by others with their consent, if they are of reasonable dimensions and design and do not adversely affect public safety, including traffic safety, as determined by the city, county, or city and county, advertising the following:
 - A. That the property is for sale, lease or exchange by the owner or his or her agent.
 - B. Directions to the property.
 - C. The owner's or agent's name

- D. The owner's or agent's address and telephone number.
- E. Signs may not be installed on real property owned by others without their consent, i.e.: signs may not be installed in common areas without the consent of the Homeowners Association.

The Mission Ridge Community Association also allows for one sign of reasonable size to be installed on the garage door. Any damage caused as a result of this installation will be the responsibility of the owner.

- 4. Any change proposed to the exterior or the interior of the unit including, but not limited to: satellite dishes, lighting, windows, doors, solar, floor covering, et al must first receive prior written approval from the Board of Directors. Architectural request forms are available on the webpage or through the management company. Applicant must also submit floor plans, elevation drawings and construction schedule for interior structural changes. Prior written approval must be granted prior to the start of construction.
- 5. Trash shall be placed in covered trash containers. Containers should be at the curb by 7:00 am on the day of collection or the night before, but no earlier than 6:00 pm. Containers must be removed from the curb and stored out of public view by 12 midnight on collection day.
- 6. No items may be stored outside the units.
- 7. Garage sales are not allowed, unless approved by the Board of Directors.
- 8. Foliage and all other items may not be attached to the exterior of the units.
- 9. Owners are responsible for the actions of their tenants and their guests and will be held liable for those actions. Owners are required to register their tenants with management. Forms are available on the webpage or from management.
- 10. Roller skates, skateboards, bicycles and all powered vehicles are not allowed in all landscaped and common areas. Children may not play in the common areas.
- 11. Clothes, towels, rugs, draperies, etc., shall not be hung on railings, fences, or in any other area that is visible from the common area.
- 12. Radios, stereos, musical instruments, party activities, and all other noise may not be disturbing to others.
- 13. Garage doors are to remain closed at all times, except when someone is in attendance.
- 14. Holiday lights and decorations must be removed no later than January 16th.
- 15. Dogs may be walked in the common areas, but owners are required to comply with the City of Camarillo leash laws. These leash laws require dogs to be on a leash at all times when outside (except in backyards). Those who walk dogs are also required to pick up all solid waste from their animals.
- 16. Residents may not plant in common areas unless they have obtained the prior written approval of the Board. Common areas are maintained by the Association.

INTERIOR DAMAGE

Repair of interior damage is the responsibility of the homeowner and is a matter between the homeowner and his/her insurance carrier.

VEHICLES

- 1. Recreational vehicles, including trailers, boats, campers, and motor homes must be stored in the RV lot. Owners may rent a space in the lot for the price of \$20 per month. Tenants may also use the space, but only with owner's permission.
- 2. Inoperative vehicles shall not be allowed in Mission Ridge.
- 3. No vehicle overhaul, maintenance work, or oil change is permitted except that which is of an emergency nature and of a very limited time frame.

4. No parking is allowed on the streets at any time.
5. No portion of any vehicle, including its contents may overhang onto the asphalt anywhere in Mission Ridge.
6. All roads within Mission Ridge are to be kept clear of all items so that emergency vehicles may have access.
5. The garages are for the parking of vehicles - **not for storage or for living areas**. The only vehicle permitted to park in the driveway is a third vehicle. All others must be kept in the garage.
6. The speed limit in Mission Ridge is 15 MPH.
7. Oversized commercial vehicles including, but not limited to dump trucks, trailer trucks, construction equipment, are not allowed to park in Mission Ridge, with the exception of service vehicles whose drivers are performing services for residents
8. Dirt bikes are not allowed anywhere in Mission Ridge.
9. Residents may not park in Guest Parking.

SWIMMING POOL AND SPA

Pool hours are posted.

1. The swimming pool, spa and recreational area are for the use and enjoyment of the Mission Ridge residents and guests only.
2. Guests must be accompanied by a resident at all times.
3. The Association does not provide lifeguards. All persons using the pool or spa do so at their own risk.
4. No glass is permitted within the pool or spa area.
5. Any and all trash or waste is to be deposited in containers provided.
6. Because of the danger it presents to the equipment, no Styrofoam object or any inflatable device may be used in or around the pool or spa.
7. Any device taken to the pool or spa area must be kept at low volume.
8. All persons shall use the shower prior to entering the pool and spa.
9. Persons having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease may not enter the pool or spa area.
10. No running, pushing, cannon balling, or splashing is allowed in the pool or spa area.
11. Entrance to the pool or spa area is via the gate ONLY. Scaling the fence is PROHIBITED.
12. The gate must NOT be blocked or tied in the open position, for any reason.
13. Children under age 16 are NOT allowed in the pool or spa unless accompanied by a person over 21 years of age.
14. No animal is allowed inside the pool or spa area at any time. Violators will be charged the cost of draining the pool or spa and refilling with water and chemicals.
15. Towels, clothing and other items must be removed from the pool or spa area when the Resident departs.
16. Individuals or groups must NOT occupy the pool or spa or adjoining area to the effective exclusion of others.
17. Life saving equipment is for EMERGENCY USE ONLY.
18. All persons using the pool and spa must wear swimsuits. Street clothing will not be permitted in the water.
19. The furniture in the pool and spa area is used for lounging purposes.
20. Upon arrival of the pool maintenance crew, pool and spa users are asked to temporarily vacate the pool and

spa area until cleaning is completed.

21. The management or Board of Directors may ask anyone not abiding by the above rules to leave the pool or spa area.
22. Smoking is not allowed in pool or spa areas.
23. All babies must wear disposable diapers with rubber pants or cloth diapers with rubber pants. Parents will be held responsible for any accidents caused by their babies. Parents or guardians are advised against letting babies in the spa.
24. Illegal activities such as under aged drinking and use of controlled substances should be reported to the Police Department.

PETS

1. **NO** animals, pets, or poultry may be raised, bred or kept on any part of individually owned or Association owned property with the exception that domesticated dogs, cats or other household pets may be kept, provided that they are not more than **two** in number. Under no circumstances may poultry or livestock be kept on the premises.
2. Dogs shall not be allowed to run loose on any Common Area property.
3. Dog owners shall pick up all waste droppings left by their animal(s) on the Common Area and deposit same to their **own** trash containers.
4. No dogs are to be tied to anything in the common area in Mission Ridge.

OWNER VS. ASSOCIATION MAINTENANCE RESPONSIBILITIES

1. Pressure regulator valves – owners’ responsibility
2. Hose bibs – owners’ responsibility
3. Utility lines, fixtures, improvements located within the perimeter of the exterior bearing walls surrounding their particular units as well as the outlets of such lines located either within their units or within their exclusive use patios, balconies, storage areas or entry areas - owners’ responsibility
4. Water shut off valves - owners’ responsibility
5. Doors (except garage) door frames, and windows and screens - owners’ responsibility
6. Hardware - owners’ responsibility
7. Balconies, patios, porches - owners’ responsibility. However, HOA has typically maintained them.
8. Garage doors - HOA responsibility. Replaced only during escrows.
9. Plumbing, electrical and heating systems - owner responsibility (except mainline backups)

ENFORCEMENT POLICY

Schedule of Fines, Fees & Penalties

In order to enforce the Documents of the Association, the Board of Directors may levy fines for violations. Prior to any fines being imposed upon a member and per California Civil Code §1363(H), the member will be notified in writing at least 10 days in advance of a hearing date. The owner who committed the alleged violation shall have the opportunity to appeal such violation by speaking before the Board at a hearing.

Within 15 days of the conclusion of the hearing, the Board shall advise the owner in writing whether or not they are imposing a disciplinary action, including a fine. As always, homeowners are encouraged to attend Board

meetings. Fine may be imposed as follows:

- First Offense Courtesy Notice
- Second Offense* \$25.00 PENALTY and a hearing before the Board
- Third Offense \$50.00 PENALTY
- Subsequent Violations \$100.00 PENALTY and subject to legal action, the homeowner is responsible for attorney’s fees.

** of the same violation within a twelve month period*

1. The failure of the Board to enforce the Rules and Regulations of the Association, the CC&R’s or the By-Laws in any instances SHALL NOT constitute a waiver of the right to enforce the same thereafter.
2. Any Association member may report a violation of these Rules & Regulations, the By-Laws and/or the CC&R’s.
3. All reports are to be made IN WRITING, stating nature of violation, date and time where possible to the Board of Directors through the management company. All persons reporting a violation must identify themselves to the Board/management company. Anonymous complaints will not be honored.
4. In order to enforce the CC&R’s, By-Laws, and Rules and Regulations, the Board of Directors may levy, assess and cover such costs as time and labor, legal expense, postage, etc. for violation of published Rules and Regulations governing the use of the common area. The fines shall be assessed against the homeowner involved for the violations by the owner, members of his or her family, or by any invitee, licensee or lessee of such owner.
5. In the event a penalty is not paid within thirty (30) days from date of levy, or in the event that homeowner continues violations after warning and initial penalty, and following a reasonable time for appeal and hearing by the homeowner before the Board of Directors, legal action may be taken for its collection, including the collection of legal fees and court costs. All monetary penalties are immediately due and payable.
6. A homeowners association has a wide range of possible discipline actions it can impose upon an owner in violation of the governing documents, including monetary fines, suspension of voting rights, and suspension of privileges (such as use of portions of the common area). When the Board of Directors is to meet to consider or impose discipline upon a member, the Board shall notify the member in writing by either personal delivery or first-class mail, at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which a member may be disciplined, and a statement that the member has a right to attend and may address the Board at a meeting. The Board of Directors shall meet in executive session if requested by the member being disciplined. If the Board imposes discipline on a member, the board shall provide the member a written notification of the disciplinary action, by either personal delivery or first-class mail, within 15 days following the action.
7. Offenses that are of sufficient gravity, or of an immediate danger to life or property, shall be brought to the attention of the Camarillo City Code Enforcement, Police or Fire Departments as appropriate and the Association’s attorney for immediate rules enforcement action.

ASSESSMENT DELINQUENCY POLICY

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 §1350-1373, and Mission Ridge’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 (the fifteenth of each month), a late payment charge of 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 is 10%.
5. If an assessment is unpaid for more than thirty (30) days after it is due, interest shall be imposed on all sums due, including the delinquent assessment, collections costs and late charges, at an annual percentage rate of 12%.
6. If an assessment is unpaid for more than thirty (30) 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.
7. 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.
8. If an assessment is unpaid for more than thirty (30) days after recordation of the lien, 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 Mission Ridge Community 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.**
9. 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 §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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. The Association shall charge the owner a Twenty Dollar (\$20) fee for any check returned unpaid by the owner's bank.
16. 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 §1363(h). However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.
17. **The mailing address for overnight payment of assessments is: Mission Ridge Community 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

Day Action/event

- | | |
|----|---|
| 1 | <i>Assessment due</i> |
| 15 | <i>Unpaid assessment becomes delinquent. A 10% late fee is applied.</i> |
| 30 | <i>If account is still delinquent, interest shall be imposed on all sums due, at an annual percentage rate of twelve percent (12%).</i> |
| 30 | <i>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.</i> |
| 60 | <i>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).</i> |
| 90 | <i>Lawsuit or foreclosure procedure or Small Claims Action may be filed (lien service, attorney or paralegal hourly rates + costs).</i> |

ELECTION AND VOTING RULES AND PROCEDURES

These rules and procedures are designed to provide for a fair and reasonable process for election of directors to the Board and other matters to be voted by members of the Association as required by Civil Code sections 1363.03, *et seq.* These rules are intended to comply with Civil Code sections 1363.03, *et seq.*

- 1. Qualifications for the Board.** The qualifications for candidates for a director for the Board of Directors include:
 - A. Candidates may not be convicted felons, and
 - B. Additional qualifications may be stated in the CC&Rs or Bylaws of the Association.
- 2. Nomination Procedures.** Nominations for a director may be made by any member of the Association. A member may nominate himself or herself as a candidate for a directorship. All nominations shall be submitted, in writing, to the Board or nominating committee (appointed by the Board), if any, at least 45 days prior to the date set for the election of directors. Nominations from the floor must be accepted in writing by the potential candidate or the potential candidate must be present at the election meeting and verbally accept the nomination. Additional nomination procedures are set forth in Article VI. Section 1 of the Bylaws which states, in part:

Nomination. Nomination for election to the Board shall [also] be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a Director, and two 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 annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled."
- 3. Return of Ballots.** Unless directed otherwise by the Inspector(s) of Election, all ballots must be returned to the management company of the Association. Unless directed otherwise by the Inspector(s) of Election, the management company is designated as the "Ballot Collector." Unless directed otherwise by the Inspector(s) of Election, ballots shall be addressed to the Inspector(s) of Election, but mailed to the management company as the Ballot Collector. Unless directed otherwise by the Inspector(s) of Election, the management company is designated for the initial receipts of ballots until delivery to the Inspector(s) of Election. All ballots must be returned no later than the time scheduled for the election meeting to begin, or as otherwise set forth in section 8 below. The Inspector(s) of Election may review the returned unopened envelopes to determine which members have returned ballots. This will help identify which members still need to return ballots and whether those members should be given another ballot. The unopened ballots shall be delivered by the Ballot Collector to the Inspector(s) of Election.
- 4. Qualifications for Voting.** Only members in good standing may vote. A member's voting rights may be suspended after notice and hearing (see Civil Code section 1363(h) and Corporations Code section 7341). Only one ballot may be cast per condominium unit. If more than one ballot per condominium unit is cast, then all such ballots for the condominium unit shall not be counted to determine the election, but may be counted for quorum purposes.
- 5. Proxies.** Proxies need not be distributed by the Association to the membership. All proxies for the election of any director must be presented to the Association no later than the time scheduled for the start of the election. When a dispute arises, the Inspector(s) of Election shall determine the authenticity, validity, and effect of proxies and ballots. Instructions, if any, given in a proxy issued for an election that directs the manner in which the proxy-holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy-holder to retain. The proxy-holder shall cast the member's vote by secret ballot, unless the proxy is revoked prior to receipt of the secret ballot by the Inspector(s) of Elections. Proxies will be checked in after secret ballots have been checked-in to be assured that no irrevocable ballots have been checked-in for the same member. A proxy envelope may not be used as a proxy. A proxy may not be used as a ballot.

6. Voting Period. Voting shall begin at the time ballots are mailed to the owners and shall end: 1) by motion from the members to close voting period, or 2) if the balloting is by mail only, without voting of a members' meeting, then the voting ends as specified in the ballot. A members' meeting must be held in conjunction with the election of directors.

7. Cumulative Voting. Cumulative voting is allowed pursuant to Article VI, Section 2 of the Bylaws.

8. Appointment of Inspector of Election. Either one or three Inspector(s) of Election shall be appointed as follows:

A. If before the meeting begins, then the Inspector(s) are appointed by the Board;

B. If after the meeting begins, then appointment shall be by motion of the members.

If any Inspector(s) of Election fails appear at the election meeting or fails and/or declines to act as an Inspector then replacement Inspector(s) of Election may be appointed by the members or the Board, as specified in paragraph 8 A and B above.

Inspector(s) of Election shall not be candidates for the Board or related to any candidate for the Board. Inspector(s) of Election shall not be any director of the Board or related to any director of the Board. Inspector(s) of Election may be the manager or other persons currently employed or under contract to the Association for compensable services. Inspector(s) of Elections may be outside independent third parties.

9. Duties of Inspectors of Election. The Inspector(s) of Election shall 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 proxies, if any.

C. Receive ballots. The ballots shall be mailed by the owners to the Ballot Collector and delivered for receipt by the Inspector(s) of Election. The sealed ballots shall be at all times in the custody of the Inspector(s) of Election until after the tabulation of the vote.

D. Verify the member's information and signature on the outer ballot envelope prior to election.

E. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

F. Count and tabulate all votes. All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly-noticed open meeting of the Board of Directors or members. Any candidate or other member of the Association may witness the counting and tabulation of the votes.

G. Determine when the polls closed to determine timely receipt of ballots.

H. Determine the result of the election.

I. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with Civil Code section 1363.03, the Corporations Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with Civil Code section 1363.03 or any successor statute.

J. 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. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the Inspector or Inspectors of Election is *prima facie* evidence of the facts stated in the report.

K. Appoint or oversee additional persons, if necessary, to verify signatures and to count and tabulate votes, provided that such additional persons are independent third parties.

10. Secret Written Ballot. The election of directors shall be held by secret written ballot in accordance with the procedures set forth in these Rules. Once a secret ballot is received by an Inspector(s) of Elections, it is not revocable. Ballots shall be counted as "attendance" by a member at the meeting for quorum purposes for the matter being voted upon. Write-in candidates may be added to the ballot provided the candidate is qualified as set forth in section 1 above and the candidate has accepted the nomination or the candidate has provided

the Association with a written self-nomination statement.

- 11. Confidentiality of Ballots.** 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 date of the annual election. In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel, or unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

 - A. The ballot itself is not signed by the voter, but 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 signs his or her name, prints his or her name, and prints the address of his or her condominium unit in the Association.
 - B. The second envelope is addressed to the Inspector(s) of Election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector(s) or delivered to the Inspector(s) at the meeting where the election is held. The member may request a receipt for delivery.
 - C. 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.
- 12. Counting Ballots.** All ballots must be counted and tabulated in public so that candidate or the members may, if they so choose, view, but not interfere with, the counting and tabulation. The ballots must be counted and tabulated at a noticed meeting of the Association.
- 13. Voting Results.** The results of the election shall be promptly reported to the Board and shall be recorded in the minutes of the next meeting of the Board and shall be available for review by members of the Association. Within 15 days of the election, the Board shall publicize the tabulated results of the election in a communication directed to all members.
- 14. Storage of Ballots.** The sealed ballots at all times shall be in the custody of the inspector or inspectors of election or at a location designated by the Inspector(s) until after the tabulation of the vote, and for nine months thereafter at which time custody shall be transferred to the Association. The Association shall maintain the ballots for at least one year after the election. If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
- 15. Campaign Funds.** Association funds shall not be used for campaign purposes in connection with any Association Board election. Funds of the Association shall not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by these Election Rules and Procedures and by law.

"Campaign purposes" include, but are not limited to, the following:

 - (1) Expressly advocating the election or defeat of any candidate that is on the Association election ballot.
 - (2) Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its board, excepting the ballot and ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one for which subdivision (a) of Civil Code section 1363.03 requires that equal access be provided to another candidate or advocate.
- 16. Access to Media.** The Board may prohibit the use of the Association's media, newsletters, or internet web sites, if any, for campaigns or to advocate a point of view related to an Association election. However, if any candidate or member advocating a point of view is provided access to the Association's media, newsletters, or internet web sites, if any, during a campaign, then all candidates or members advocating a point of view shall be provided access to the Association's media, newsletters, or internet web sites, if any, during a campaign, for purposes that are reasonably related to that election. Equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are

reasonably related to the election. The Association shall 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. The Association and its directors, officers, managers, employees, and agents shall not be liable for the content or those communications.

- 17. Access to Meeting Space.** The Association shall allow access to the common area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.
- 18. Other Ballots.** The provisions of these rules regarding secret ballots also apply to amendments to the governing documents, election to or recall from the Board, the grant of exclusive use common area (pursuant to Civil Code section 1363.07), or assessments, provided the vote of the membership is so required.