

FAIRFIELD NEIGHBORHOOD
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Revised April 2011

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FAIRFIELD NEIGHBORHOOD HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Board of Directors of the Fairfield Neighborhood Association (the "Association")

It is very important that you familiarize yourself with these Rules and Regulations. It is the property owner's responsibility to inform. Guests/tenants of these Rules and Regulations. The property owners are responsible for the actions of their guests/tenants.

Additional copies of these Rules and Regulations may be obtained by calling the management company's office during business hours.

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 area and other facilities located within the Fairfield Project ("Fairfield"). Common areas within Fairfield include front yards, lawns, pool, spa and restroom facilities, and RV parking lot.

1. GENERAL

- 1.1 Each unit is to be used for private, one-family residential purposes exclusively. No trade or business whatsoever may be conducted within Fairfield.
- 1.2 Obnoxious or offensive activity which disrupts or disturbs other residents is not permitted at any time.
- 1.3 No signs or other advertising device shall be erected, maintained or displayed upon any property in Fairfield with the following exceptions:
 - A. Neighborhood Watch signs and decals
 - B. Security Signs and decals
 - C. Home for sale, rent or lease signs with the following restrictions:
 1. Must be of customary and reasonable dimensions and design, not to exceed 4 square feet.
 2. Must be advertising a home for sale, rent or lease.
 3. Must be located on the lot being advertised for sale rent or lease.Camarillo City Ordinance, Section §17.28.050 allows for either single face, or post mounted signs up to six square feet.
- 1.4 No change shall be made to the landscaping of the front yards within the Common Area.
- 1.5 No change shall be made to the exterior design of any structure without written approval from the Architectural Control Committee or its designated representative This includes fences, ornamental screens, awnings, patio covers, sunshades, porches, decks, solar collectors, satellite dishes, covered parking conversions, walls, outbuildings; roof coverings, chimneys, gazebos, and other, modifications which would affect appearance, safety, or access of the Common Area. Any proposed change must be submitted in writing to the Architectural Control Committee or its designated representative.
- 1.6 No television, antenna, satellite dish, etc., shall be constructed, erected or maintained on any building or on any property within Fairfield or connected in such a manner as be visible from the outside of any such building unless and until the same shall be approved by the Architectural Committee, with the exception of satellite dishes up to one meter in diameter or antennas up to 36" in diameter These

- devices can be used for the purpose of video reception only, as defined in the Federal Telecommunications Act of 1996. The Association requires video receptors be placed so they cannot be seen from the street or common area, so long as installation as required does not interrupt signal reception. For more information, request a copy of the Association's Rules of Installation of Telecommunications Equipment from management prior to purchasing and using one of these devices.
- 1.7 No projections of any type shall be placed or permitted to remain above the roof of any unit or any other building with the exception of one or more chimneys and one or more vent stacks, and approved solar apparatus.
 - 1.8 No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within Fairfield which render such property unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity trash, garbage, rubbish and other waste shall be kept only in sanitary containers All service yards or service areas, clothesline areas, sanitary containers and storage piles on any property within Fairfield shall be enclosed or fenced in such a manner that such yards, areas, containers and piles will not be visible from any neighboring property or street Sanitary containers may be set out 24 hours before and after scheduled trash pick up times. There shall be no clotheslines, refuse containers, woodpiles, storage areas, machinery or equipment outside the walls of the home unless obscured from view from other living units and all common areas within the project by a fence or appropriate screen approved by the Board of Directors.
 - 1.9 In the event an Owner fails to maintain Ins or her home or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board of Directors to preserve the attractive appearance of Fairfield and protect the value of other property therein, the Board shall give written notice to such Owner stating the specific maintenance or repair work required to be done and requesting that the work be carried out within a period of thirty (30) to sixty (30) working days from the giving of such notice (time period depends on nature of work required). In the event the Owner fails to carry out the requested maintenance or repair within the period specified by the notice the Board shall cause such work to be done, and the cost thereof shall be added to the Owner's assessment.
 - 1.10 No structure of a temporary character including, but not limited to trailers, tents, campers, motor homes, boats, shacks, or other buildings shall be used on any property at any time, as a residence either temporarily or permanently.
 - 1.11 Owners are responsible for the actions of their tenants and their guests who use the common area including, the recreation facilities. This includes parking violations, damage and nuisances caused by pets, and damage to any of the facilities.
 - 1.12 No bicycles, skateboards, motorbikes, cars, trucks, vans, or other vehicles are allowed on sidewalks or lawns at any time.
 - 1.13 No garbage, trash, junk or anything that creates an unkempt appearance is permitted in the Common Area except that all refuse must be deposited in the appropriate containers.
 - 1.14 Clothes, towels, rugs, draperies, etc., shall not be hung on railings, fences, or other contrivances within view of other homeowners.
 - 1.15 No activity is permitted which would damage or deface the grounds, walkways, and improvements in the common area. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to project property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Owners will be held responsible for the actions of their guests/tenants and may be fined for violations
 - 1.16 Radios, stereo, musical instruments, party activities, car horns, and other noises sources must be restricted at all times to a level that is not disturbing to residents. Noise problems may be reported by any resident in writing and signed to the Property Manager for corrective action.

- 1.17 Any activity which constitutes disturbing the peace or creating a public nuisance as determined by the Board of Directors is prohibited and the Board of Directors may take corrective action.
- 1.18 Any damage caused to the common areas by an owner, tenant, or guest of the owner or tenant, shall be repaired at the expense of the person who caused the damage.
- 1.19 Portable basketball hoops must be stored out of sight at the end of the day, and may not be kept on the lawn at any time.

2. VEHICLES

- 2.1 No trailer, camper, boat, recreation vehicle or similar equipment shall be permitted to remain on any property within the project except in specifically designated areas which are available on a “first come, first serve” basis. Prior written approval from the Board or Management Company must accompany the parking of such vehicles. Any vehicle which is not authorized to be parked in the Fairfield community will be towed at the owner’s expense.
- 2.2 Broken down, inoperative, “junk” vehicles shall not be allowed in the project or on the common area including RV parking facilities at any time. If such equipment remains in a prohibited area, a notice will be sent to the person(s) in custody of it, requiring the removal within forty-eight (48) hours from receipt of such notice after which time the Board may have the item towed away at the expense of the owner or person(s) having custody
- 2.3 Minor vehicle maintenance work may be performed in garages. Minor work is limited to oil changes, tire changes, or washing of vehicles. No engine work may occur on property.
- 2.4 The careless or reckless operation of any vehicle at Fairfield is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle are expected to reimburse the party suffering the damage for the repair of that damage and may, in addition, be fined by the Board of directors.
- 2.5 No vehicle shall be parked as to impede the normal flow of traffic or block access of other residents parking.
- 2.6 Commercial vehicles, including, but not limited to, dump trucks, trailer trucks, construction equipment, and similar items shall not be parked within Fairfield. (Per City of Camarillo ordinance).
- 2.7 Licensed motorcycles anywhere in Fairfield shall be operated low RPM/ engine speed to minimize noise pollution.

3. RENTALS AND SALES

- 3.1 Owners are responsible for providing the Rules & Regulations to their tenants.
- 3.2 Owners must notify the Management Company of the rental of their dwelling. An updated “Tenant Registration Form” must be provided to Management each time there is a change of tenant.

4. SWIMMING POOL AND SPA

- 4.1 THE ASSOCIATION DOES NOT PROVIDE LIFEGUARDS. ALL PERSONS USING THE POOL OR SPA DOES SO AT THEIR OWN RISK. THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.
- 4.2 Pool and Spa hours are 8:00 AM to 10:00 PM daily.
- 4.3 In compliance with the California State Law, the POOL/SPA AREA GATE IS TO REMAIN LOCKED AT ALL TIMES. The gate must NOT be blocked or tied in the open position except as required by maintenance personnel. Entrance to the pool or spa area is via the gate ONLY. Scaling the fence is PROHIBITED.

- 4.4 The swimming pool, spa and recreational areas are their primarily for the use and enjoyment of the residents (i.e. homeowners, tenants or house guests). The use of these facilities by guest(s) is a privilege. The owners are held responsible for any damage or misconduct attributable to their tenants and/or guest, both financially and personally.
- 4.5 Each unit is eligible to be issued one (1) pool card. There is a \$75.00 charge for replacement of lost pool cards.
- 4.6 No glass of any shape will be permitted within the pool or spa area. This includes lotion bottles, beverage bottles, ashtrays or drinking tumblers.
- 4.7 Any and all trash or waste is to be deposited in cans provided. Beverage can tabs and cigarette butts are included in waste under this paragraph.
- 4.8 Children will adhere to the same standards of behavior as an adult. There will be no rowdiness, noise, jumping or interference with leisure swimmers.
- 4.9 Because of the danger it presents to the equipment, no Styrofoam object may be used in or around the pool or spa. Rafts will be allowed in the swimming pool provided they are only used for sunbathing. Should there be any rowdiness with the rafts the offending party will be asked to remove it from the pool. Rafts or floats are NOT permitted in the pool during heavy usage periods as these devices reduce swimming space for others.
- 4.10 Unsafe or offensive conduct is PROHIBITED. Noise level must be kept to your personal area only so as not to disturb others. Radios or televisions taken to the pool or spa area will be kept at low volume so as not to infringe on the rights of other bathers and homes facing the pool or spa area.
- 4.11 Persons using suntan lotion may not enter the pool or spa before wiping off excess lotion.
- 4.12 Persons having a skin disease or inflamed eyes, nasal or ear discharge, or any communicable disease may not enter the pool or spa area. (This is California State Law).
- 4.13 No running, pushing, canon-balling or splashing is allowed in the pool or spa area.
- 4.14 Intoxication in the pool/spa area is prohibited.
- 4.15 Guests must be accompanied by a resident adult (18 years or older) at all times. **Maximum guest limit per household in the pool area is four guests.**
- 4.16 **ALL children under the age of 14 are NOT allowed in the pool or spa unless accompanied by a resident over 18 years of age.**
- 4.17 Pool and spa equipment rooms are off limits to all persons except authorized personnel. Adjustments of any controls for the regulation of the pool, spa, lights or other common services is PROHIBITED.
- 4.18 Per the Ventura County Environmental Department ordinances: PETS (other than certified service animals) are not allowed in the pool or spa or surrounding areas. Violators may receive a fine and be levied an assessment totaling the actual costs involved in cleaning the pool or spa.
- 4.19 Towels and other personal items must be removed when the owner departs the pool or spa area.
- 4.20 Unless arrangements are made in advance with the Association via the Board of Directors individuals or groups must NOT occupy the pool or spa or adjoining areas to the effective exclusion of others. Contact the management company if you are planning a pool party so that that the chemicals may be adjusted accordingly for high volume use.
- 4.21 Life saving equipment is for EMERGENCY USE ONLY.
- 4.22 Children who are not toilet trained must wear leak proof diapers or plastic pants when they are in the pool.
- 4.23 Swimsuit attire must be worn by all persons using the pool and spa. Street clothing will not be permitted in the water.
- 4.24 The furniture in the pool and spa area is used for lounging purposes. Do not stand upon, overturn, stack, break, or use in the pool or spa.

- 4.25 There will be no eating, drinking or smoking in the pool or spa.
- 4.26 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.
- 4.27 Placing any substance (soap, chemicals or other debris etc.) in the pool or spa is forbidden as severe damage to the filtering system can occur. Violators will be charged for any repairs and equipment replacement.
- 4.28 The spa timer must be turned off when leaving the spa.
- 4.29 No corded appliances allowed in the pool/spa area.

THE PROPERTY MANAGER AND/OR BOARD OF DIRECTORS OR ITS ASSIGNEES
MAY ASK ANYONE NOT ABIDING BY THE ABOVE RULES TO LEAVE THE POOL OR SPA
AREA.

5. PETS

- 5.1 NO animals, or poultry may be raised, bred or kept in any part of individually owned or Association owned property with the exception that dogs, cats or other household pets may be kept provided that they (a) are not more than four in number, (b) are not more than two of any one species and (c) do not constitute a nuisance or annoyance to residents of the Association.
- 5.2 Pets shall not be allowed to run loose while unattended on any common area property.
- 5.3 All dogs must be leashed when outside.
- 5.4 Dog owners shall pick up all waste droppings left by then animal(s) on the common area, and deposit the waste in a closed container or trash receptacle.
- 5.5 Pets are not allowed inside the pool or spa area. Pets are not to be tied to the fence while their owners are in the pool or spa area.
- 5.6 No dogs are to be tied to trees, stakes, or any exterior building structure in Fairfield.
- 5.7 All dogs and pets kept within the project shall have a current license and name tag. Unattended dogs, cats or other animals without a license or name tag shall be reported to the Ventura County Animal Control Division for pickup.
- 5.8 Residents may submit a written and signed complaint to the Management Company for animal violations. Residents may also contact Animal Control.

6. MISCELLANEOUS

LARGE CONTAINER / STORAGE POD / TEMPORARY CONTAINER

This rule shall apply to any large trash container, construction material bin, portable storage unit or similar container (individually and collectively referenced herein as a “Temporary Container”)

A homeowner must notify the Fairfield Neighborhood board of directors through the management company either verbally or in writing no more than 10 days prior to renting or taking possession of a temporary container and no less than 2 business days prior to receiving it.

A temporary container may only be placed in the driveway of your home and not encroach upon any sidewalk, landscaping or association common area and may be located for a period of time not longer than 30 consecutive days, except as may be allowed by the board of directors on a case by case basis.

A homeowner may only take possession of a temporary container a maximum of two times per

calendar year except as may be allowed by the board of directors on a case by case basis.

A temporary container must remain fully closed and covered when not in use. A temporary container may not emit any foul odors or hold any combustible materials.

Any damage incurred to the association as a result of a temporary container being brought onto the property will be billed to the owner of the property which rented the container.

PORCH EXTENSION POLICY

This policy outlines the requirements for a Fairfield homeowner to extend their front porch area, at their expense, but only with approval as outlined by the Architectural Committee and Board of Directors of the Fairfield Neighborhood HOA.

Options:

Plan I & 2 (Single Story) - To extend the front porch to the edge of the fireplace located on the side-yard.

Plan 3 (Two Story) — To extend the front porch to the edge of the front Pillar.

Patio Options:

Concrete: Brush Finish or Stamped Concrete.

Stone or Tile Finish: Must be level with the existing concrete. Sample must be provided for approval.

Pavers: Must be level with the existing concrete. Sample must be provided for approval.

Requirements:

Homeowner must fill out Architectural Modification Request form. Pictures or photocopies of style being requested need to be provided.

The porch extension must be approved by the Architectural Committee prior to purchase and installation. Any modification to the irrigation system shall be performed by the associations landscaping contractor at the homeowner's expense. Homeowner will remain responsible for the maintenance and upkeep of the porch extension at homeowner's expense.

WINDOW REPLACEMENT POLICY

This policy outlines the requirements for a Fairfield Neighborhood homeowner to replace their existing windows, at their expense, but only with approved windows outlined by the Architectural Committee and Board of Directors of the Fairfield Neighborhood HOA.

Options

- To replace current metal framed windows with new metal framed windows.
- To replace current metal framed windows with new vinyl framed windows.

Window Options:

- **Metal Frame Windows:** Metal Frame windows may be replaced with single or dual paned glass. Front windows must have grids. Metal color must match trim color and scheme, or house color depending on color scheme of home. Aluminum/silver color is not allowed.

Vinyl Frame Windows: Vinyl Frame windows either single or dual paned. Front windows must have grids. Vinyl color must match trim color and scheme, or house color depending on color scheme of home.

Requirements:

Homeowner must fill out Architectural Modification Request form to replace existing windows. Pictures or photocopies of windows being requested need to be provided. The new windows must be approved by the Architectural Committee prior to purchase and installation. Architectural committee to approve window frame color based on the paint scheme of the residence in question. Replacing of the windows is to be done at homeowner's expense only. Homeowner will remain responsible for the maintenance and upkeep of the replacement windows at homeowner's expense.

MAILBOX REPLACEMENT

Mailboxes are the responsibility of the homeowner to maintain and upkeep due to the exclusive use of the mailbox by the homeowner. Homeowner is responsible for the maintenance and upkeep of their mailbox structure, including shelf and posts.

Options:

To replace current black metal or black plastic USPS approved mailbox with an approved matching style.

To repair or replace shelf and or posts with approved treated wood.

To paint existing/new wooden structure with approved paint color that matches fences.

Approved Mailbox

Black aluminum or black plastic rural style mailbox. Must meet all USPS requirements.

Requirements:

Posts and shelves must be painted approved fence color. All shelf boards and posts should be treated wood in order to prevent termite damage. Shelf board to be 1 ½" thickness and one board will hold all mailboxes. Shelf is to measure 11" to 13" deep (the length of the mailbox). Mailboxes should be attached with rust-resistant screws.

Posts are to be 4 X 4 inches. Structure is required to be 36"- 40" high from ground level to shelf.

Mailbox numbers are to be 1" to 1 ½ " in height and colors to be used are gold and black. Posts can be cemented directly into the ground, or metal stand-off brackets can be cemented directly into the ground and the posts bolted onto the stand-offs.

Replacing of mailbox and/or structure is to be done at homeowner's expense only.

GARAGE DOOR POLICY

This policy outlines the requirements for a Fairfield I homeowner to replace the existing garage door with an approved garage door outlined by the Architectural Committee and Board of Directors of the Fairfield I – H.O.A.

Options:

To replace current wooden garage door with a new roll-up/sectional garage door with:
Wood or Metal With or without windows (windows are only allowed on top row of sectional door)

Requirements:

Homeowner must fill out an Architectural Request form to replace existing garage door. Pictures or photocopies of door being requested need to be provided. **The new garage door must be approved by the Architectural Committee prior to purchase and installation.** The Architectural Committee to approve paint color based on the currently and approved paint scheme of the home. Replacement of the garage door is to be done at homeowner's expense and homeowner is responsible for the maintenance of the garage door.

FRONT DOOR POLICY

This policy outlines the requirements for a Fairfield I homeowner to replace their existing front door with an approved front door outlined by the Architectural Committee and Board of Directors of the Fairfield I – H.O.A.

Options:

Wooden front door: Stained or painted – Architectural Committee to approve stain or paint color based on the currently approved paint scheme of the home With or without glass windows.

Vinyl or Aluminum door: white, beige, almond or cream - Architectural Committee to approve color based on the currently approved paint scheme of the home with or without glass windows.

Requirements:

Homeowner must fill out an Architectural Request form to replace existing front door. Pictures or photocopies of door being requested need to be provided. **The new front door must be approved by the Architectural Committee prior to purchase and installation.** Replacement of the front door is to be done at homeowner's expense and homeowner is responsible for the maintenance of the front door.

FRONT SCREEN DOOR POLICY

Purpose:

This policy outlines the requirements for a Fairfield I homeowner to install or replace front screen door with an approved front screen door outlined by the Architectural Committee and Board of Directors of the Fairfield I – H.O.A.

Screen Door Material Options: Wood, vinyl, or Aluminum

Requirements:

Homeowner must fill out an Architectural Request form. Pictures or photocopies of door being requested need to be provided. **The front screen door must be approved by the Architectural Committee prior to purchase and installation.** Architectural Committee to approve paint or stain color based on currently approved paint scheme of home. Metal screen door must be painted to match current approved paint scheme. Installation of the front screen door is to be done at homeowner's expense and homeowner is responsible for the maintenance of the screen door.

7. FINES

The system of fines which is part and parcel of these Rules and Regulations shall be used to compel compliance with all of the legal documents of the Association whether or not a particular violation at issue shall be a violation of one of the herein listed Rules and Regulations as long as it is a violation of the CC&Rs, Articles, or By-Laws.

Prior to any fines being imposed upon a member, and per §CC1363(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 in writing whether or not they are imposing a disciplinary action, including a possible fine. As always, all homeowners are encouraged to attend monthly meetings.

Fines may be imposed on members per violation notice as follows

1st Notice	No fine	30 days to comply
2nd Notice	\$25 fine	30 days to comply
3rd Notice	\$50 fine	30 days to comply
4th & Subsequent Notices	\$75 fine	30 days to comply

All violations will be tracked until there has been no reoccurrence for 12 months from the last notice.

8. Enforcement

Fines may be imposed as discipline for violations of the Association CC&Rs, By-Laws, Articles of Incorporation or these Rules and Regulations. Suspension of membership rights, including the right to vote, right to use common amenities, etc., may be imposed as discipline for violations of the Association's documents.

Before any disciplinary action is taken, a member or resident shall be entitled to notice and a hearing in accordance with Civil Code Section §1363(h). In the event the Association is caused to retain the services of legal counsel to enforce a provision of these Rule and Regulations or of the Associations Governing Documents, then the Association shall also be entitled to recover the full reasonable cost of such legal services and costs.

THE BOARD OF DIRECTORS SHALL HAVE SOLE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE LEVYING OF FINES FOR VIOLATION OF THESE RULES AND REGULATIONS. ONLY THE BOARD OF DIRECTORS, CAN RESCIND A FINE OR DIRECT THAT A FINE NOT BE LEVIED FOR A VIOLATION.

9. ELECTION RULES ADOPTED 2010

Rules for Voting by Secret Ballot Regarding Elections

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

1. Meeting at Which Secret Ballots Shall Be Tabulated.

1.1 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.

2. Nomination of Candidates.

2.1 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.

2.2 According to the Association's Bylaws "The affairs of the Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association." [Bylaws, Article V, Section 1.] "At the first annual meeting of Members, the Members shall elect 5 Directors as follows: 3 Directors for a term of one year and 2 Directors for a term of 2 years; and at each annual meeting thereafter the Members shall elect the appropriate number (3 or 2) Directors for a term of two years." [Bylaws, Article V, Section 2.]

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 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. Such nominations may be made from among Members or nonmembers." [Bylaws, Article VI, Section 1.]

2.4 Owners may nominate themselves or another person, provided, however, all candidates must meet the qualifications set forth in Sections 2.2 and 2.3, hereinabove, and must confirm their willingness to run for election to the board. 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.

2.5 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.

2.6 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.

3. Inspector(s) of Election.

3.1 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:

3.1.1 a volunteer poll worker with the county registrar of voters;

3.1.2 a licensee of the California Board of Accountancy;
3.1.3 a notary public;
3.1.4 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,

3.1.5 a person who is currently employed or under contract to the Association for any compensable services.

3.2 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.

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

3.3.1 determine the number of memberships entitled to vote and the voting power of each.

3.3.2 determine the authenticity, validity, and effect of ballots, proxies, etc., if any;

3.3.3 receive ballots;

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

3.3.5 count and tabulate all votes;

3.3.6 determine when the polls shall close;

3.3.7 determine the result of the election;

3.3.8 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.

3.4 The inspector(s) of election may appoint and oversee additional persons to count and tabulate the votes as the inspector(s) deem(s) appropriate.

3.5 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.

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

3.7 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.

4. Secret Ballot Procedure; Record Date.

4.1 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.

4.2 Ballots must ensure the confidentiality of the voters.

4.2.1 A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot;

4.2.2 The ballot may not require the signature of the voter;

4.2.3 The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter 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.

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

4.4 A member may submit a written request to the Association for a receipt for delivery of the election materials.

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

4.6 Once cast, secret ballots cannot be revoked; they are irrevocable.

4.7 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.

5. **Campaigning.**

5.1 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.

5.2 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.

6. **Handling of Ballots.**

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such 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.

6.2 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.

6.3 No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

6.4 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.

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

7.1 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.

7.2 The inspector(s) of election shall confirm that no more than one ballot was returned for each residence.

7.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes.

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

7.5 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.

8. **Announcement of Results.**

8.1 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.

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

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

9. **Other Voting/Campaign Issues.**

9.1 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.

9.2 "All elections for Directors shall be by secret written ballot. Cumulative voting is required for all elections in which more than two (2) Directors are to be elected. A member shall be entitled to cumulate his or her votes for one or more candidates for the governing body, if the candidate's name has been placed in nomination prior to voting, and if the member has given notice at the meeting prior to the voting of his or her intention to cumulate votes. If any one Member has given such notice, all members at any election for Directors, subject to the foregoing, shall have the right to cumulate votes and give one (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which he or she is entitled, or to distribute his or her votes on the same principle among as many candidates as he or she shall think fit...." [Bylaws, Article VI, Section 2]

9.3 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").

9.4 The Board of Directors may enact and implement a "Meeting Code of Conduct" to govern the conduct of members at meetings.

ACCEPTED OVERHEAD STRUCTURES

To see drawings of acceptable structures, please open additional PDF document on the website.

NOTE: THESE DRAWINGS REPRESENT OVERHEADS THAT MEET THE REQUIREMENTS OF THE ARCHITECTURAL REVIEW BOARD

SIZING OF MEMBERS AND PROPER APPROVAL BY LOCAL AGENCIES IS THE RESPONSIBILITY OF THE HOMEOWNER.