

**ASSOCIATION  
RULES AND REGULATIONS**

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## **SECTION I: INTRODUCTION**

Your Homeowners Association is a condominium community incorporated under the laws of the State of California as a non-profit corporation. Each homeowner is a member of the Homeowners Association with all the rights and responsibilities as described in the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the Association Bylaws.

The Association's governing documents include CC&Rs, Bylaws and these Rules and Regulations. These Rules and Regulations are issued by your Executive Board as authorized by the Association's CC&Rs. All new owners are given copies of the CC&Rs, Bylaws and Rules and Regulations of the Homeowners Association. Owners should read these documents carefully since they set forth the rights, duties, and obligations of each owner. Each Owner is responsible to the Association and to all other owners for the behavior of their guests and/or invitees, including tenants. In addition, all guests and/or invitees, including tenants are subject to these documents and rules. It is the responsibility of the homeowner to provide their tenants with a copy of all these documents.

**These Rules and Regulations supplement the Association's CC&Rs and Bylaws, they do not replace them. In the event of a conflict between these Rules and Regulations and the Association's CC&Rs, the CC&Rs control.**

The purpose of these Rules and Regulations is to protect the physical property of the Association, to ensure the common good of the community so all residents can enjoy a safe and pleasant lifestyle, and to maintain property values for the homeowners. In order to accomplish this purpose all residents must act with sensitivity and consideration for one another, as well as complying with the following Rules and Regulations.

To maintain the quality of the community, observation, and enforcement of these Rules and Regulations is the responsibility of each owner, and/or their invitees, including their residents, tenants, guests or vendors.

Under the authority granted them by the Association's CC&Rs and the appropriate California State Law, the Executive Board can impose a penalty for violations in complying with any of the governing documents, including these Rules and Regulations. Penalty assessments and procedures are discussed under the Standard Violation Enforcement Procedure section of this document.

Homeowners with any questions, concerns or other Association related issues, or who need to obtain any Association related documents, should contact the Association's management company:

**Merit Property Management  
12009 Foundation Place, Suite 310  
Gold River, CA 95670  
(916) 608-3068**

Please know that the Association has established a website for the convenience of the homeowners. The website address is **[www.meritconnect.com/alturavillas](http://www.meritconnect.com/alturavillas)**. This website is designed to help homeowners communicate with management and with your Executive Board, and to make it easy for homeowners to get basic association related information.

## **SECTION II: ASSESSMENT COLLECTION POLICY**

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §1365(d), and payment plan standards consistent with CC §1367.1(c)(3):

- 1) Due Dates: Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
- 2) Obligation to Pay: Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §1367.1(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§1366(e); 1367.1(a))
- 3) Late Charges: Unpaid assessments are delinquent 15 days after they are due. (CC&R's, Articles V, Section 5.7; CC §1366(e)) A late charge will be charged for any assessment which is not paid in full within 15 days of the due date. The late charge will be the greater of \$10.00 or 10%. (CC&R's, Articles V, Section 5.7; CC §1366(e)(2))
- 4) Interest: Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC&R's, Articles V, Section 5.7; CC §1366(e)(3))
- 5) Application of Payments: Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
- 6) Delinquency Notice: If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
- 7) Right to Submit Secondary Address: Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §1367.1(k) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
- 8) Suspension of Privileges: Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §1363(h) and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §1361.5)

9) Pre-Lien Notice: Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §1367.1(a), by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

10) Opportunity to Meet and Confer: An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy adopted pursuant to CC 1363.810. (CC §1367.1(a)(5))

11) Right to Request a Payment Plan: Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §1367.1(c)(3)) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth herein below.

12) Standards for Payment Plans: Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3))

13) Lien: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §1367.1(d)) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §1367.4(c)(2))

14) Notice of Recordation of Lien: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

15) Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

16) Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

17) Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §1367.4(c)(3))

18) Release of Lien Upon Satisfaction of Debt: Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §1367.1(d))

19) Right to Inspect Records: Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.

20) Association's Addresses: Any payments, notices or requests sent to the Association should be sent to the following address:

**Altura Villas Management Corporation  
c/o Merit Property Management  
12009 Foundation Place, Suite 310  
Gold River, CA 95670  
(916) 608-3068**

21) Association's Right to Collect by Any Lawful Means: Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

## **SECTION III: STANDARD VIOLATION ENFORCEMENT PROCEDURE**

Your Board of Directors has established the following standard procedure for addressing most violations of the Association's governing documents. In certain circumstances, at the discretion of the Board of Directors, this procedure may be accelerated. The Standard Violation Enforcement procedure is as follows:

1st Violation - Send a violation letter to the homeowner

2nd Violation (or continued violation) - Send a second violation letter [ten (10) days after first notice]

3rd Violation (or continued violation) - Send certified notice of hearing letter and levy the cost to send the notice of hearing to the account [ten (10) days after second notice]"

At the hearing, the Board hears the alleged violations. If the homeowner is found to be in violation, the Board will either begin a legal action against the homeowner or assess fines according to the following fine schedule:

- **\$250.00** per violation; or
- **\$250.00** per month (for continued violations)

## **SECTION IV: COMMON AREA PROPERTY RULES**

### **A. POOL AND SPA AREA**

**HOURS OF OPERATION.** The pool and spa area is available to residents and their guests from **8:00 A.M. to 10:00 P.M.** seven (7) days a week. No one is allowed in this area at any other time. Any persons using the pool and spa area do so at their own risk. **THERE IS NO LIFEGUARD ON DUTY!**

**POOL AREA KEYS.** The pool and spa areas are maintained for the use of Association residents and their guests only. The pool area should remain locked at all times. **For safety reasons, report any problems with the pool gate to management immediately.** It is not permitted to loan keys to non-residents. There is a **\$50.00** replacement charge for lost keys.

**LIFESAVING EQUIPMENT (LIFE RING, SAFETY HOOK, ETC.).** Lifesaving equipment is for emergency use only.

**AGE REQUIREMENTS.** Children under the age of **fourteen (14)** may not use the pool and spa area unless accompanied by an adult (**18 years or older**) who will be responsible for their conduct, safety and observance of these rules. Resident's children may be accompanied by a non-resident **18 years or older**. Infants and small children not toilet-trained may be brought into the pool and spa area, but are not permitted in the pool without the use of a leak proof diaper. Children under the age of **seven (7)** are not permitted in the spa. Please be advised that extremely hot water is potentially dangerous to young children and the elderly.

**NON-RESIDENT USE.** Non-residents are permitted use of the pool and spa area only if accompanied by an adult resident (**18 years or older**). Residents are responsible for any and all damage caused by their guests.

**PROPER ATTIRE.** Persons, including infants (*i.e. leak proof diapers*), using the pool and spa must wear proper bathing attire. No street clothes or wetsuits are allowed in the pool or spa.

**NO SMOKING.** Smoking is strictly prohibited in the pool and spa area.

**NO ALCOHOL.** No alcoholic beverages are allowed in the pool and spa area.

**NO PETS.** All dogs, cats and other pets are strictly prohibited in the pool and spa area.

**NO LITTERING.** Keep the areas around the pool and spa clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the pool and spa area when you are not in attendance.

**NO GLASS.** Glass or breakable containers are not permitted in the pool and spa area. Paper or plastic containers are permitted.

**RESTRICTED ITEMS.** No surf boards, boogie boards, balls or inflatable items are allowed in the pool.

**PERMITTED ITEMS.** Small, soft children's toys, coolers and flotation devices. [No larger than twelve inches (12")].

**PEDESTRIAN TRAFFIC ONLY.** Pedestrian traffic only is allowed in the pool and spa area. Roller-skates, skateboards, bicycles and the like are strictly prohibited.

**RESTRICTED ACTIVITIES.** All persons using the pool and spa area should be considerate of others; avoiding jumping, diving, rough play, running, and dangerous, destructive or noisy activities.



**POOL FURNITURE.** Lounges, tables and other furniture in the pool and spa area that belong to the Association may not be removed from the area at any time.

**DAMAGES.** Residents will be held responsible for any damage to pool equipment, furnishings or facilities, whether caused by them, their residents, tenants or guests.

## **B. FITNESS CENTER**

**HOURS OF OPERATION.** The fitness center is available to residents and their guests from **5:00 A.M. to 10:00 P.M.** seven (7) days a week. No one is allowed in this area at any other time. Any persons using the fitness center do so at their own risk.

**AGE REQUIREMENTS.** Children under the age of **fourteen (14)** may not use the fitness center unless accompanied by an adult (**18 years or older**) who will be responsible for their conduct, safety and observance of these rules.

**NON-RESIDENT USE.** Non-residents are permitted use of the fitness center only if accompanied by an adult resident (**18 years or older**). Residents are responsible for any and all damage caused by their guests.

**FITNESS EQUIPMENT.** Fitness equipment must be wiped off after use. **For safety reasons, please report any problems with the fitness equipment to Merit Property Management immediately.**

**NO SMOKING.** Smoking is strictly prohibited in the fitness center.

**NO ALCOHOL.** No alcoholic beverages are allowed in the fitness center.

**NO PETS.** All dogs, cats and other pets are strictly prohibited in the fitness center.

**NO LITTERING.** Keep the areas around the fitness center clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the fitness center when you are not in attendance.

**PEDESTRIAN TRAFFIC ONLY.** Pedestrian traffic only is allowed in the fitness center. Roller-skates, skateboards, bicycles and the like are strictly prohibited.

**RESTRICTED ACTIVITIES.** All persons using the fitness center should be considerate of others; avoiding rough play, running, and dangerous, destructive or noisy activities.

**DAMAGES.** Residents will be held responsible for any damage to fitness center whether caused by them, their tenants or guests.

## **C. BASKETBALL COURTS**

**HOURS OF OPERATION.** The basketball courts are available to residents and their guests from **8:00 A.M. to 10:00 P.M.** seven (7) days a week. No one is allowed in this area at any other time. Any persons using the basketball courts do so at their own risk.

**AGE REQUIREMENTS.** Children under the age of **fourteen (14)** may not use the basketball courts unless accompanied by an adult (**18 years or older**) who will be responsible for their conduct, safety and observance of these rules. Resident's children may be accompanied by a non-resident **18 years or older.**

**NON-RESIDENT USE.** Non-residents are permitted use of the basketball courts only if accompanied by an adult resident (**18 years or older**). Residents are responsible for any and all damage caused by their guests.

**NO SMOKING.** Smoking is strictly prohibited on the basketball courts.

**NO ALCOHOL.** No alcoholic beverages are allowed on the basketball courts.

**NO PETS.** All dogs, cats and other pets are strictly prohibited on the basketball courts.

**NO LITTERING.** Keep the areas around the basketball courts clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. on the basketball courts when you are not in attendance.

**NO GLASS.** Glass or breakable containers are not permitted on the basketball courts. Paper or plastic containers are permitted.

**PEDESTRIAN TRAFFIC ONLY.** Pedestrian traffic only is allowed on the basketball courts. Roller-skates, skateboards, bicycles and the like are strictly prohibited.

**RESTRICTED ACTIVITIES.** Basketball courts are to be used to play basketball only. All persons using the basketball courts should be considerate of others; avoiding rough play, running, and dangerous, destructive or noisy activities.

**DAMAGES.** Residents will be held responsible for any damage to basketball courts whether caused by them, their residents, tenants or guests.

## **SECTION V: PARKING AND TOWING**

**PARKING AREAS.** Parking within the community is allowed in designated parking areas only. Homeowners may not modify any deeded parking space in any way that prevents the parking of a standard sized vehicle in that space or in any way reduces the total number of parking spaces. Before parking in any open (unassigned) parking space, homeowners must first park in all of their deeded parking spaces including their garage parking spaces.

**OPEN (UNASSIGNED) PARKING AREAS.** Open (unassigned) parking spaces, if any, are to be used for temporary parking purposes only, by homeowners and/or their guests for a period not to exceed **twenty four (24) hours**. Vehicles parked in these areas for more than **twenty four (24) hours** are subject to being towed at the vehicle owner's expense.

**SHORT TERM PARKING AREAS.** Short term parking areas (ie: 10 minute parking areas), if any, are to be used for short term parking purposes only, by homeowners and/or their guests for a period not to exceed the designated times. Vehicles parked in these areas for more than the designated times are subject to being towed at the vehicle owner's expense.

**RESTRICTED PARKING AREAS.** Vehicles parked in other's deeded spaces, fire lanes, handicapped spaces (without proper tags), or along red curbs are subject to immediate tow at vehicle owner's expense.

**INOPERABLE VEHICLES.** Inoperable vehicles, including vehicles with expired tags, may not be stored on the property.

**TOWING.** To have a vehicle which is parked in your deeded space towed, please contact **Alta Sierra Towing (916) 746-7435** and request the tow. The homeowner requesting the tow must be available to meet the towing company. The towing company will require identification and proof that the parking space has been assigned to you (such as a copy of the assignment letter and/or your parking sticker).

**SPEED LIMIT.** The speed limit within the Association is **(5 MPH)**. Residents must maintain a safe and reasonable speed at all times while driving on Association property.

## **SECTION VI: ARCHITECTURAL CONTROL**

One of the primary responsibilities of the Association is to protect your property values by maintaining architectural control of the Association. Your Association has an Architectural Review Committee (ARC) as provided in the Association's governing documents.

Please remember that prior ARC approval is required before making any modifications to your property, including installation of satellite dish antennas, screen doors, etc. In the event that you make a modification to your property without proper ARC approval, you may be required to remove the improvement or return the property to its original state.

Please know that all structural improvements on the exterior of the building must be professionally installed by a license contractor. Additionally, the homeowner must obtain a copy of the general contractor proof of business license, worker's comp insurance, personal license, and a warranty for the screen door installation.

Additionally, any homeowner who has already made unauthorized improvements please submit an ARC application for the improvement. A blank ARC application follows this notice for your convenience.

**ARCHITECTURAL GUIDELINES.** The ARC Committee has developed the following architectural guidelines:

**SATELLITE DISHES.** Satellite dish antennas will be allowed to be installed only on a tripod (or other self-standing pole) contained entirely within the homeowner's exclusive use patio area. **No satellite dish antenna, hardware or cables may be installed in any way that attaches to, pierces, or that in any way damages Association property, including roofs, eaves, siding, stucco, patios or any other building surface.** Homeowners that have already installed satellite dish antenna in any manner other than this approved method without ARC approval will be asked to remove their satellite dish antenna and repair any damage to the Association's property.

**SCREEN DOORS.** The Board has pre-approved the following security doors for use by homeowners who wish to install a security door (on their front doors only) at their expense. Any other screen door or security door would be allowed only with prior approval from the Association's ARC Committee.

**Please know that the security doors must be professionally installed by a license contractor.**

**Additionally, the homeowner must obtain a copy of the general contractor proof of business license, worker's comp insurance, personal license, and a warranty for the screen door installation.**

**Steel Security door (a non-slam feature must be added at time of installation)**

**Store - Home Depot**

**Style - Laguna**

**Color - Black**

**Item/model# - 507**

or

**Steel Security door (a non-slam feature must be added at time of installation)**

**Store - Home Depot**

**Style - Charleston**

**Color - Black**

**Item/model# - 650**

**PLANT SPECIFICATIONS FOR ENTRY WAYS.** The Board has pre-approved the following plant specifications for homeowners who wish to place a potted plant with a water catch basin in front of their entry ways. Any other plants would be allowed only with prior approval from the Association's ARC Committee.

1. Only three (3) plants allowed one (1) no taller than 6 feet and the other two (2) plants no taller than 4 feet tall.
  2. Must be off the concrete.
  3. Must be on a plastic saucer.
  4. Must be five (5) gallons or less.
  5. Iron stands must be of a reasonable size.
6. Plants and stands must be within three (3) feet of the front door and not a potential trip hazard.
7. All plants must be properly maintained (plants must be alive, free of disease, and well maintained not over or under watered).
8. Any common area cost implications that are caused by lack of maintenance or disease will be the responsibility of the homeowner.

**SHADES FOR THE BALCONIES.** The Board has pre-approved the following shades for use by homeowners who wish to install shades (on their balconies) at their expense. Any other shades would be allowed only with prior approval from the Association's ARC Committee. Homeowners may use any licensed and insured contractor for these shades. Please know that the balcony shades must be professionally installed.

1. ANY SHADE AS LONG AS IT MATCHES as close as possible to the STUCCO COLOR.
2. WOODGRAIN FAUX BAMBOO SHADE, ROMAN SHADE "MIRADA" NATURAL BAMBOO (DESIGN VIEW), AND/OR COOLARCO SOLAR SUN SHADES DESERT SAND BIRCH or TROPICAL WEAVE COLORS.
3. NO TIME THE BALCONY CANNOT BE ENCLOSED

# ALTURA VILLAS MANAGEMENT CORPORATION APPLICATION FOR ARCHITECTURAL APPROVAL

## GENERAL INFORMATION:

Homeowner(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Work Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

## BRIEF DESCRIPTION OF IMPROVEMENT:

\_\_\_\_\_

\_\_\_\_\_

To avoid delays, please attach as many additional pages as needed to properly describe the improvement to the Architectural Committee (ARC), including plans, sketches and/or diagrams showing all colors, dimensions, materials, location on the lot, etc.

**Important:** ARC approval in no way relieves the homeowner of the responsibility for proper drainage. Additionally, obtaining approval from the ARC Committee does not remove the obligation of the applicant to obtain the necessary approvals from the applicable municipal or governmental agency, nor does approval from the ARC Committee guarantee approval from any other agencies. Additionally, please know that all structural improvements on the exterior of the building must be professionally installed by a license contractor. Lastly, the homeowner must obtain a copy of the general contractor proof of business license, worker's comp insurance, personal license, and a warranty for the screen door installation.

**Disclaimer:** By granting approval of an ARC application, the ARC Committee makes no warranties or claims regarding the structural integrity of the plans, drawings and specifications or that the improvement if completed consistent with the plans, drawings and specifications is free from defects.

Signatures of Applicant(s): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

-----

## **THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY**

Homeowner's Account Number is \_\_\_\_\_.

This application has been assigned ARC File Number \_\_\_\_\_.

The Architectural Committee has determined that this application is:

\_\_\_\_\_ **APPROVED** (Subject to compliance with Association's CC&R's and By-Laws and approval by all applicable local, state, and federal agencies.)

\_\_\_\_\_ **DISAPPROVED AS SUBMITTED FOR THE FOLLOWING REASONS:**

- (A) Improvements detrimental to the surrounding properties as a whole
- (B) Improvements not in harmony with the surrounding structures
- (C) Improvements unreasonably interfere with other existing lots
- (D) Improvements will be a burden on the Association
- (E) Application incomplete; specifically: \_\_\_\_\_

Signature of ARC Member: \_\_\_\_\_

Date: \_\_\_\_\_

**ALTURA VILLAS MANAGEMENT CORPORATION  
NEIGHBOR AWARENESS STATEMENT**

*Note: To avoid delays, please include a Neighbor Comment Statement for every neighbor that is affected by your planned improvement. Your neighbor's response is for information purposes only. You may be approved or denied regardless of your neighbor's input.*

NEIGHBOR INFORMATION:

Neighbor Name(s): \_\_\_\_\_

Neighbor Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

APPLICANT INFORMATION:

Applicants Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

In relation to our residence, the neighbor's residence is (please circle one):

North      South      East      West      Above      Below      Other: \_\_\_\_\_

BRIEF DESCRIPTION OF IMPROVEMENT:

\_\_\_\_\_  
\_\_\_\_\_

NEIGHBOR COMMENT:

*We have reviewed the plans being submitted for architectural approval by our neighbor. Our evaluation of the proposed improvements shown on the plans is as follows:*

\_\_\_\_\_ **WE DO NOT** find the proposed improvements objectionable

\_\_\_\_\_ **WE DO** find something objectionable about the proposed improvement, specifically:

\_\_\_\_\_  
\_\_\_\_\_

Signatures of Neighbor(s):

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**ALTURA VILLAS MANAGEMENT CORPORATION  
NOTICE OF COMPLETION FORM**

GENERAL INFORMATION:

Homeowner(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

BRIEF DESCRIPTION OF IMPROVEMENT:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Please use this form to let the Architectural Committee know when approved improvements are completed so that the committee may make a final inspection of the improvements and confirm conformity with the approved plans.**

NOTICE OF COMPLETION AND PERMISSION TO INSPECT:

On \_\_\_\_\_ (completion date), I completed the improvements to my property as described in my approved plans. The Architectural Committee has my permission to make a final inspection of the improvements.

Signatures of Applicant(s):

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

-----  
**THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY**

Homeowner's Account Number is \_\_\_\_\_.

This application has been assigned ARC File Number \_\_\_\_\_.

The Architectural Committee has made a final inspection of the improvements and find that the improvements:

\_\_\_\_\_ **ARE** in conformity with the approved plans.

\_\_\_\_\_ **ARE NOT** in conformity with the approved plans; specifically: \_\_\_\_\_

Signature of ARC Member:

\_\_\_\_\_ Date: \_\_\_\_\_



**ALTURA VILLAS MANAGEMENT CORPORATION  
THE LIABILITY OF THE ASSOCIATION FORM**

No Liability. Neither the Board, nor their duly authorized representatives, shall be liable to any Applicant, successive owners, heirs or assigns of applicant, for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties, including but not limited to the approval or disapproval of any architectural request. Applicant agrees successive owners, heirs and assigns and expressly waives any all liability of the Board and its duly authorized representatives.

The ARC and Board plan review process does not encompass Building Code Compliance or City Planning and Zoning Regulations, which is the sole responsibility of the property owner.

*Signature of ARC Member:*

\_\_\_\_\_ *Date:* \_\_\_\_\_

## **SECTION VII: MISCELLANEOUS**

### **A. GARBAGE AND REFUSE DISPOSAL**

All trash being removed from units must be taken directly to a trash enclosure and disposed of inside the trash bin provided. No trash must be left around the exterior of the buildings. The only exception to this rule is regarding the disposal of Christmas trees and other large items (i.e. refrigerators, closet doors, etc.). Christmas trees and other large items should not be put into the dumpster areas but disposed of at city designated locations.

All trash must be placed inside the trash bins. Any items left outside of the trash bins are not subject to disposal by the refuse collection company. Christmas trees and other large items may be disposed of by contacting the City of Folsom at (916) 355-7295 in advance to schedule a pick-up. Should the Association incur additional costs as a result of large items left inside or outside of the trash areas, this cost will be passed on to the owner of the unit leaving the trash.

Disposing of trash from within a living unit into the trash receptacles located in the parkways or other common areas is strictly prohibited.

Please know that any homeowner's garbage found on the grounds of the community will be considered a violation of these rules and the homeowner will be held responsible per the Association's Standard Violation Enforcement Procedure.

### **B. STORAGE, USE AND DISPOSAL OF FLAMMABLES, HAZARDOUS AND DANGEROUS MATERIALS**

No flammable, combustible, explosive, toxic or otherwise dangerous material, fluid, chemical or substance is permitted within the project, except for normal household use, for the purposes for which such material or substance is intended. Hazardous materials (i.e. paints, solvents, caustic cleaning materials, motor oil, batteries, etc.) must not be disposed of anywhere on Association property, including, but not limited to, disposal in trash containers or by dumping in the drains. Similarly, computer equipment, monitors, televisions and similar equipment may not be placed in the common area dumpsters or trash enclosures. Contact the appropriate governmental offices for information on proper disposal methods and locations for these materials.

### **C. HOLIDAY DECORATIONS**

Please know that all holiday decorations (Halloween, Thanksgiving, Christmas, etc.) must be taken down one (1) week after the holiday. No holiday decoration may be installed in any way that attaches to, pierces, or that in any way damages Association property, including roofs, eaves, siding, stucco, patios or any other building surface.

### **D. UNSECURED UNITS**

Any unit left unsecured may be secured by the Association at the homeowner's expense.

## E. DUTY TO INSPECT UNIT; WATER/MOISTURE INTRUSION AND MOLD

**Each Unit owner is responsible for inspecting their Unit on a regular basis, not less than weekly**, and must ensure that there are no plumbing leaks, wet or damp building materials or areas, moisture, musty smells, mold or mildew contamination (including, but not limited to, inside of closets and water heater closets, behind furniture, beneath cabinets and sinks, and behind bathroom fixtures).

Unit owner should make all residents and/or tenants aware that moisture is necessary for and can contribute to mold growth, and that mold and mildew can grow in the unit if the unit is not properly maintained and ventilated. Unit owner agrees to report immediately in writing (if an Association responsibility) or repair immediately (if a homeowner responsibility) any non-working window, sliding door, fan, heating, ventilation or air conditioning system.

Unit owner also agrees to report in writing to the Board of Directors, via Merit Property Management, **immediately upon discovery**, any signs of mold or mildew contamination, including, but not limited to, musty smells, and any signs of water or moisture intrusion into the unit, including plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, and overflows from kitchen, bathroom, and/or laundry facilities.

**Any homeowner that fails to inspect their Unit and/or report any issue will be responsible to the Association and to any other homeowners that may be affected by that undiscovered or unreported issue.**

**Additionally, to the extent allowed by the Association's Governing Documents (including the Association's CC&Rs) homeowners will be responsible for all clean up and removal of any water and/or moisture and/or mold resulting from any intrusion into their unit, regardless of the source of the water/moisture intrusion.**

## F. PETS

Each Owner or Resident shall be responsible at all times for: (i) keeping pets properly restrained on a leash at all times when located outside of the Unit, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by his or her pet in the Unit or Common Elements.

## G. FIRE SAFETY SYSTEMS

Tampering with or disabling any of the Association's fire safety systems is strictly prohibited. Homeowners will be held responsible for any costs incurred in the repair of any disabled safety system and will be liable to the Association and any other homeowners affected by the failure of any fire safety system. Additionally, unit owners are required to report in writing, **immediately upon discovery**, any inoperable or disabled fire safety system.

## H. WASHING VEHICLES

Homeowners are strictly prohibited from washing their vehicles within the community.

## I. BARBEQUES

Unit owners are only permitted to use propane barbeques within their patios and/or balconies.

## **J. MEETING CONDUCT**

1. Introductions
  - a. Length of Homeowner Forum (6:00 P.M. - 6:30 P.M.)
  - b. One (1) homeowner will speak at a time
  - c. Each homeowner is allotted two (2) minutes of speaking time
2. The Board will duly note all issues and concerns and discuss a resolution during the regular session (if applicable).
3. If a homeowner would like to privately discuss an issue with the Board of Directors, they may request to do so in writing, four (4) days prior to the scheduled meeting.
4. The Board of Directors has the option to adjourn the meeting if any homeowners are overly disruptive.

## **SECTION VIII: NON-RESIDENT OWNERS**

The Board of Directors has the following recommendations for homeowners that do not reside within their condominium homes:

**Address of Record:** The Association maintains an "address of record" for each homeowner that represents that homeowner's mailing address for all correspondence from the Association. Homeowners that do not live within their condominium homes (such as homeowners that lease out their condominium homes to tenants) should change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, delinquency notices, violation enforcement letters, or other important legal notices. To change your address of record please notify Merit Property Management in writing or fill out the Homeowner and Resident Registration Form in the section titled "Registration of Homeowners and Residents."

**Tenant Lease Agreements:** Homeowners are responsible to ensure that any of their invitees, including tenants that rent their condominium home, follow the Association's rules and regulations. As such, tenant lease agreements should clearly indicate that the tenants have been provided with a copy of the Association's governing documents, including the CC&Rs, Rules and Regulations, Parking Regulations, etc., **and that the failure of the tenant to follow the rules of the Association is a breach of the lease.** Owners should, of course, consult with their real-estate attorneys on any landlord/tenant issues, including lease agreements.

**Short Term Leases:** Short term leases (leases with terms less than 30-days) are prohibited.

## **SECTION IX: CLUBHOUSE RESERVATION POLICY**

Please note that the Clubhouse Reservation Policy will take effect when the sales program has ended and all sales equipment has been removed.

**HOURS OF AVAILABILITY.** The Clubhouse is available for reserved use during the following hours only:  
***Monday through Sunday - 8:00 a.m. to 10:00 p.m.***

These hours may be extended only with written approval is obtained from the Board of Directors.

**RESERVATION REQUIREMENTS.** Only homeowners may reserve the Clubhouse for private parties.

Offsite owners who rent or lease their units relinquish their rights to use the recreational facilities. However, the Board of Directors will review written applications received from offsite owners wishing to reserve the Clubhouse facilities for their own use.

All reservations are on a first-come/first-serve basis. Reservations must be made at least two weeks in advance, and homeowners may make reservations no more often than once every three months. All reservations should be made through Merit Property Management or those person(s) or committees designated by the Board of Directors. The total number of guests allowed at an event is ***thirty (30)***.

Along with a written reservation application, a refundable deposit of **\$250.00** is required from the owner for each event. The deposit will be used to cover the costs of lock replacement if the clubhouse key is not returned; and to ensure that the facility is properly cleaned and the costs of repairs and/or replacements are covered if there is damage to the room or its contents.

**EVENT CRITERIA.** Private parties are permitted solely on the basis of their being of a personal and social nature and are not to be related to business, politics or solicitation of funds. Gambling or other illegal activities are prohibited. No general invitation parties may be given. The party giver should know all guests.

Reservations are accepted for use of the Clubhouse facilities only (the pool and spa areas may not be reserved). Guests at private parties are permitted to use the swimming pool and spa, however, residents have first priority for the use of these facilities, and private parties may not interfere with that right.

**RESPONSIBILITIES OF EVENT'S HOST.** The homeowner holding the reservation must be present at all times during a scheduled event and is responsible for the cleanliness, safety and the costs of any reparations for damages. At the close of the event, the homeowner is also responsible for ensuring that all lights, heating or air-conditioning, and appliances are turned off; and all windows and outside doors secured.

The homeowner is responsible for providing access to all guests and informing them of the Association's parking restrictions. Illegally parked cars will be towed at the vehicle owner's expense. No clubhouse guest is allowed to park in any space assigned to a homeowner. Entry gate codes or other restricted information should not be distributed to any guests.

The unit owner is held responsible for the proper conduct of any of their guests. No wet clothing, bathing suits, etc. are allowed in the Clubhouse. Smoking is prohibited in the clubhouse and all common area recreational facilities. The homeowner is responsible for ensuring that all guests follow the Association's Rules and Regulations, including all pool rules. **The homeowner is responsible for ensuring that all guests are informed in advance that there is NO LIFEGUARD ON DUTY!**

If music is included in the party's plans, it must be kept inside the clubhouse and be maintained at a level so as not to create a disturbance to any resident. In addition, the level of general party noise must be kept at a level that does not disturb any resident.

**POST PARTY RESPONSIBILITIES.** Owners should schedule the post party walk-through within 24 hours after the close of the party. All trash and garbage must be removed from the clubhouse and disposed of in appropriate trash bins prior to the post party walk-through.

All costs for damages and related expenses, whether material or labor, will be the responsibility of the homeowner. This includes expenses for replacement of items which have been broken, damaged or missing, with like items that have been pre-approved by the Board of Directors. These expenses will be deducted from the deposit being held by the Association. Any excess expenses over the deposit amount will be billed directly to the homeowner who reserved the space.

The Board of Directors will be responsible for the resolution of any complaints regarding parties. Penalties may be assessed and could involve fines and/or restrictions of the use of the recreational facilities. Resolution of complaints may require the homeowner who made the reservation to appear before the Board of Directors.

THE UNDERSIGNED HAS READ AND ACKNOWLEDGES RECEIPT OF THIS POLICY:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

## FACILITY USE AGREEMENT (INDEMNITY AND HOLD HARMLESS)

I, \_\_\_\_\_ ("Owner"), a member of \_\_\_\_\_ ("Association"), request the Association allow me to use the Association's Clubhouse ("Facility") on \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ ("Event") pursuant to the terms and provisions of this Agreement and in accordance with the Association's common area rules and regulations, including the Association's Recreational Clubhouse Policy (Attached). In connection therewith, I agree as follows:

### RELEASE FROM LIABILITY

I hereby fully RELEASE, WAIVE AND DISCHARGE the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ACTIVE OR PASSIVE NEGLIGENCE AND/OR WRONGFUL DEATH, based on, arising out of or in connection with the Event as well as my, my family members and guests' use of the Facility.

### INDEMNIFICATION

I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES ("Claims"), based on, arising out of or in connection with the Event as well as my, my family members and guests' use of the Facility.

### RESPONSIBILITY FOR OTHERS

Owner agrees that all of Owner's duties hereunder regarding RELEASE FROM LIABILITY, INDEMNIFICATION OR OTHERWISE PROTECTING THE ASSOCIATION FROM LIABILITY OR LIMITING OR WAIVING THE ASSOCIATION'S LIABILITY APPLY EQUALLY TO EACH AND EVERY PERSON OR INDIVIDUAL USING THE FACILITY IN CONNECTION WITH THE EVENT. Accordingly, as between the Association and Owner, OWNER (and not the Association) shall be responsible for any and all such persons/individuals and SHALL DEFEND, INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS BY SUCH PERSONS OR INDIVIDUALS AND FROM ANY CLAIMS BY OTHER USERS OF THE FACILITY ARISING OUT OF THE USE BY OR THE ACT OR OMISSIONS OF OWNER, OWNER'S FAMILY MEMBERS AND/OR GUESTS.

### **INSURANCE REQUIREMENT; RELEASE OF LIABILITY AND INDEMNIFICATION**

***No later than fourteen (14) days prior to the clubhouse event, any host who wishes to serve or have alcohol available at their party must obtain and provide evidence of insurance from a reliable insurance company authorized to do business in the State of California, and an additional insured endorsement, which defends, indemnifies and holds the Association, its officers, directors, members, managing agent and other agents, free and harmless from any and all liability resulting from, directly or indirectly, the clubhouse event and any alleged acts or omissions of the Association (including its officers, directors, members, managing agent or other agents) in connection with the clubhouse event and the service or availability of alcohol. A certificate of insurance in the amount of one million dollars (\$1,000,000), and an endorsement evidencing the required additional insured's (Association) shall be provided to Association Management at least fourteen (14) days prior to the date of the Clubhouse event or no alcohol may be served.***



PERSONAL AGREEMENT

This Agreement is personal to the Owner and is nonassignable and nontransferable.

LEGAL FEES

In the event an action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all costs and expenses of suit, including reasonable attorneys' fees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

## **SECTION X: COMMITTEES**

The Board of Directors has established the following standing committees to assist the Board in the day-to-day management of the Association. Homeowners interested in serving the Association by participating on any of these committees please contact the Association's management company.

### **Finance/Long Range Planning Committee**

The Board tasked the committee with the following:

- Formulating the Association's annual operating budgets;
- Cash management of the Association's cash accounts; and
- Address any other financial related issues for the Board.

### **Rules Committee**

The Board tasked the committee with the following:

- Make regular inspections of the Association and note any violations of the Association's governing documents;
- Address complaints from homeowners about residents violating the Association's governing documents;
- Make recommendations to the Board for changes to the Association's governing documents; and
- Address any other related issues for the Board.

### **Grounds/Parking/Neighborhood Watch/Maintenance Committee**

The Board tasked the committee with the following:

- Make regular inspections of the Association's common areas;
- Coordinate with the Association's service vendors (landscaping, pool maintenance, etc.) on behalf of the Board;
- Make recommendations to the Board for common area improvements;
- Address any other common area related issues for the Board;
- Coordinate Neighborhood Watch education and programs for the Association;
- Coordinate with the Association's patrol service vendor (if any) on behalf of the Association;
- Make safety and/or security recommendations to the Board of Directors;
- Address any other safety and/or security related issues for the Board; and
- Address any other parking related issues for the Board.

### **Communication Committee**

The Board tasked the committee with:

- Plan homeowner functions and events to foster a sense of community and neighborhood;
- Welcome new residents to the community on behalf of the Association;
- Coordinate the Clubhouse Reservation Policy;
- Communicate with homeowners (produce regular newsletters, maintain community bulletin boards, etc.);
- Make recommendations to the Board for improvements to the Association website; and
- Address any other community or social related issues for the Board.

### **ARC Committee**

The Association's governing documents task the committee with:

- Prepare and promulgate Architectural Committee Rules and guidelines;
- Review and consider all ARC applications for approval or disapproval; and
- Address any other architectural control related issues for the Board.

Additionally, the Board may, from time to time, establish a temporary, single purpose committee to assist the Board address some issue before the Board.

## **SECTION XI: REGISTRATION OF HOMEOWNERS AND RESIDENTS**

To allow the Association to quickly contact homeowners and residents in the event of an emergency, each Unit owner must fill out the "Homeowner and Resident Registration Form" below and return the form to Merit Property Management. **It is the responsibility of each homeowner to keep this information current and up to date.**

In the case of non-resident owners, Owners must also provide the emergency contact information for their tenant(s) or occupant(s). Those homeowners that enlist the service of a professional property management company to manage their unit should also provide contact information for their manager. For your convenience, homeowners may fill out this form electronically (online) at the Association's web site.

As mentioned above, the Association maintains an "address of record" for each homeowner that represents that homeowner's mailing address for all correspondence from the Association. Homeowners that fill out the section below entitled "Mailing Address" will receive all of their Association correspondence only at that address.

Homeowners that do not live within their condominium homes (such as homeowners that lease out their condominium homes to tenants) should change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, delinquency notices, violation enforcement letters, or other important legal notices. ***Additionally, please know that the phone numbers that homeowners provide will not be sold or distributed.***

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### **ALTURA VILLAS MANAGEMENT CORPORATION HOMEOWNER AND RESIDENT REGISTRATION FORM**

Homeowner Name(s): \_\_\_\_\_

Condominium Unit Address \_\_\_\_\_

Mailing Address for all Association correspondence (if different than unit address):

\_\_\_\_\_

Primary Phone Number(s): \_\_\_\_\_

Emergency Phone Number(s): \_\_\_\_\_

*If you are a non-resident owner, also please provide the emergency contact information for your tenant(s) or occupant(s) below:*

Occupant Name(s): \_\_\_\_\_

Primary Phone Number(s): \_\_\_\_\_

Emergency Phone Number(s): \_\_\_\_\_

*If you enlist the services of a professional property management company to manage your unit, please provide contact information for your manager below:*

Manager Name:

\_\_\_\_\_

Primary Phone Number(s): \_\_\_\_\_

Emergency Phone Number(s): \_\_\_\_\_

## **SECTION XII: MEMBERSHIP MEETING AND VOTING RULES**

**(Civil Code Section 1363.03 - 1363.09)**

**Effective July 1, 2006**

### **A. Secret Ballots.**

1. The Association will utilize a secret ballot process, as described in these rules and as required by Civil Code Section 1363.03, for:
  - a. Elections to the Association's Board of Directors.
  - b. A vote of the membership regarding assessments as may be required by Civil Code Section 1366.
  - c. Amendments to the governing documents that require membership approval.
  - d. Prior to granting exclusive use of common area property where required by Civil Code Section 1363.07.
  - e. Any other matters where the secret ballot procedure is required by law.

### **B. Membership Meetings, Annual Meeting and Election of Directors.**

1. The Association will hold an Annual Meeting of the members to elect Directors and to conduct Association business. The Annual Meeting is generally held in the month of March.
2. The Board of Directors consists of 3 Directors. Two Directors are elected for two (2) year terms and one Director is elected for one (1) year term.
3. Prior to the Annual Meeting, the Association will distribute a Candidacy Form, seeking candidates for the Board. The form must be completed by the candidate and received by the Association by the deadline stated in the form in order to ensure the candidate's name appears on the Notice of Annual Meeting and the ballot. Regardless of whether a candidacy form was completed, any candidate may still be nominated by himself, herself or by someone else from the floor of the Annual Meeting.
4. The candidacy form will include the opportunity for each candidate to submit up to a 150-word written statement reasonably related to the election, including advocating a point of view. Candidate statements received on a timely basis will be included with the Association's mailing of the notice and ballot materials. The Association will not edit or redact these statements but may include a statement specifying that the candidate is responsible for that content.
5. The Association may hold an informal "meet the candidates" event prior to the Annual Meeting. If so, all candidates may participate, including those who did not submit a candidate's form but who have advised the Association of their intention to be nominated from the floor of the Annual Meeting. At any such event, each candidate may give an oral statement of their qualifications of no longer than five minutes per candidate. Questions may also be directed to any candidate by the members present at the meeting. The candidates are not required to attend the event, to make a statement, or to answer questions but are encouraged to do so. A property manager, Board member not up for election, or an election inspector may moderate the event.
6. The Association will send out a Notice of Annual Meeting with information on when polls will open and when the members and candidates may attend the Annual Meeting and/or Board meeting to witness the registration, review, count and tabulation of ballots by the inspector(s) of election.
7. Candidates may be nominated from the floor of the Annual Meeting, by themselves or another member; if the person is not present to accept the nomination then they must have provided a written acceptance of a nomination.

8. Other meetings of the members may be noticed and held by the Association to vote on matters which are proper for member vote. For member votes that are to be conducted pursuant to the secret ballot process described herein, the meeting notice sent by the Association will include information on when polls will open and when the members may attend a membership or Board meeting to witness the registration, review, count and tabulation of ballots by the inspector(s) of election
9. Other business at the Annual or other membership meeting, such as approval of minutes, motions to adjourn and other parliamentary procedures required by a recognized system of parliamentary procedure, may be conducted by a show of hands, voice vote or other method.
10. All membership meetings and votes will be conducted in accordance with the Association's governing documents and California Corporations and Civil Codes, as appropriate.
11. Members will have one vote per unit/lot/parcel owned except that Cumulative voting may be used for election of Directors (Bylaws, Article IV, Section 4.4). Under cumulative voting, each member, for each lot/unit owned, shall have the number of votes equal to the number of Directors to be elected and the member may cast all votes for one candidate or divide up the votes among the candidates. No fractional votes are permitted.
12. If allowed by law, any vote (except for a vote on election of Directors) to be conducted pursuant to the secret ballot process described herein may be conducted by mail only without holding a membership meeting for voting purposes. A membership meeting must be held for election of Directors. Further, the registration, counting and tabulation of votes may only be performed by inspector(s) of election in the open at a properly noticed open meeting of the members or Board.

#### C. Inspector(s) of Election.

1. ***One or three inspector(s) of election ("Inspectors") will be selected and appointed by the Board of Directors.***
2. The Board may, but is not required to, select non-member third parties as the Inspectors, which may include, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public.
3. The Board will not select a member of the Board of Directors, a candidate for the Board of Directors, a relative of a member of the Board or of a candidate, or a person currently employed by or under contract to the Association for other compensable services, except the Board may hire a CPA or accounting firm to act as Inspectors even though the CPA or accounting firm is employed for audit, tax or other Association accounting work.
4. The Board may determine to pay compensation to the Inspectors.
5. Inspectors' Duties:
  - a. Determine 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.
  - 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 results of the election.
  - h. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with Civil Code Section 1363.03 and these rules.
  - i. All duties must be performed in good faith, to the best of the Inspector's ability and as expeditiously as practical.

- j. Prior to the mailing of the ballots by the Association, the Inspectors will determine the location where the sealed ballots will be mailed or delivered and where the Inspectors will maintain custody of the sealed ballots until after the tabulation of the vote by the Inspectors. Unless the Inspectors select otherwise, the Association's management company will be the default choice to receive the sealed ballots on behalf of the Inspectors. Management will not open, review or count the ballots.
6. The Inspectors may appoint additional personnel that meet the requirements of Section 3.C of these Rules to assist the Inspectors with their duties, including registration, counting and tabulating, but the Inspectors will oversee and be responsible for all actions of such personnel.
7. If there are three Inspectors, the decision to act must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.

#### **D. Secret Ballot Procedures.**

1. At least 30 days prior to the Annual Meeting or other deadline for voting, the Association will mail to members in good standing, by first-class mail, the ballots, along with two preaddressed envelopes. A notice will also be sent with instructions on and deadlines for the return of ballots.
2. The ballot will not identify the voter by name, address, lot, parcel number or unit number.
3. For election of Directors the ballot will contain the names of any candidates known to the Association at the time the ballot is mailed and blank lines for candidates nominated from the floor.
4. The ballot itself is not signed by the voter but is to be inserted into a sealed, preaddressed (to the Inspectors) envelope (Envelope #1).
5. The sealed Envelope #1 is then inserted by the voter into a second preaddressed envelope (Envelope #2) which should then be sealed. In the upper left-hand corner of Envelope #2, the voter prints and signs their name, address, and lot, parcel or unit number that entitles them to vote. Envelope #2 may be mailed or delivered by hand to the preaddressed address specified on the envelope.
6. An owner of multiple properties must submit a separate ballot, sealed inside an Envelope #1 and #2, for each property.
7. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspectors. Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspectors.
8. Only the Association's ballots in the form sent out to the membership by the Association or provided by the Association at the membership meeting will be accepted by the Inspectors.

#### **E. Proxies.**

1. Proxies will be accepted only if Inspectors determine the proxies meet the requirements of the Bylaws, California Corporations Code and California Civil Code.
2. Any instruction given in a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.
3. The proxy holder must be present in person at the meeting and shall cast the member's vote by secret ballot.

4. Any member who gives another person his/her proxy does so with the full understanding that the Association and Inspectors will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy holder's direction.

**F. Effect of Submitting a Ballot.**

1. Once a member mails or delivers his/her ballot that ballot can not be changed or revoked.
2. Only one ballot may be submitted for each address. Once a member submits a ballot with regard to a particular address, no other ballot or proxy may be submitted for that property. Should more than one ballot be received for any property, the first ballot received will be the one counted. If it cannot be determined which ballot was the earliest received, no ballot will be counted for that property except one ballot for quorum purposes only.

**G. Registration of Secret Ballots at the Meeting.**

1. The Association will have the membership registration list at the meeting.
2. Management will not register any of the ballots or proxies received by the Association. Registration will be performed by the Inspectors at the meeting.
3. All ballots must be sealed in the two preaddressed envelopes (Envelopes #1 and #2) and Envelope #2 must contain all required information on the upper left-hand corner.
4. If a member brings ballots for other members to the membership meeting, the ballots must be sealed in separate individual Envelopes #1 and #2 as required above. The Inspectors will register and make all necessary determinations regarding those sealed ballot envelopes.
5. The Inspectors will review the information provided on the upper left-hand corner of Envelope #2. The Inspectors will require, at a minimum, that the member's name, signature, address and the lot, parcel or unit number that entitles the member to vote be on the upper left hand corner of Envelope #2. The name of the member must be legible and must match the name of at least one of the record owners of the property as shown on the Association's membership list. If these requirements are not met, the envelope/ballot will not be valid for any purpose, including quorum, and will not be registered.

**H. Registration of Members in Person.**

1. Members wishing to vote in person at the membership meeting must present themselves at the registration table.
2. A member may not revoke any previously mailed or delivered ballot. If the Inspectors confirm that a ballot was received by the Inspectors the member may attend the meeting but will not be given a new ballot to vote at the meeting. If the Inspectors confirm that a ballot was not received the member will be given a ballot and two envelopes to mark, seal and complete and cast in secret at the meeting.
3. Members voting in person at the meeting must still use the Association provided ballot and Envelopes #1 and #2, and Envelope #2 must be filled out, sealed and signed. Failure to use the two envelope system at the meeting may lead to invalidation of the ballot cast at the meeting and shall prevent the ballot from being counted at any adjourned date if the meeting is adjourned for lack of a quorum.

**I. Registration of Proxies/Determination of Quorum.**

1. If a person brings proxies to the membership meeting, the Inspectors will review and make all necessary determinations regarding those proxies, including the validity of those proxies.

2. The Inspectors will determine based upon the count of the number of members voting (as appropriate) in person, by proxy, or by secret ballot mailed or delivered to the Inspectors, as shown on the registration list, that quorum has been obtained.
3. If a member has cast a ballot by mail or delivery to the Inspectors, that ballot will supercede and control over any proxy submitted, regardless of date.
4. Upon determination that a quorum has been obtained, the Inspectors may close registration at the polls. Once registration at the polls has been closed, no member may revoke his/her proxy.

**J. Adjourned for Lack of Quorum/Recessed Meeting.**

1. If any membership meeting is adjourned to another date due to lack of quorum, ballots already received by the Inspectors in properly completed, sealed Envelopes #1 and #2 will be valid for adjourned meetings.
2. The ballots will be counted during a properly noticed open meeting of the Board or during a membership meeting. The Inspectors may request that any meeting be recessed to allow the Inspectors to continue the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as required by law. The Inspectors will continue to maintain custody of all ballots until the counting and tabulation is complete.

**K. Observation/Custody of Ballots, Etc.**

1. Any candidate or other member of the Association may witness the registration of sealed ballots, proxies (if any), the counting and the tabulation of the votes.
2. No person, including any member of the Association, any employee or manager, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
3. The sealed ballots at all times will be in the custody of the Inspectors until after the tabulation of the votes, at which time custody is transferred to the Association.

**L. Privilege Suspensions.**

Management will provide the Inspectors with a list of members whose voting privileges have been duly suspended after notice and hearing. The Inspectors will take appropriate steps so as to not count any votes from members whose voting privileges are suspended.

**M. Consultation With Association Counsel.**

The Inspectors will have the authority to confer with Association legal counsel in advance or at the meeting. Legal counsel represents the Association and does not represent the members, Inspectors, Board members, management or any other person. By the adoption of these rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspectors regarding issues related to the Inspectors performing their duties for the Association. The Inspectors may confer with Association legal counsel outside the presence of the members.

**N. Nominating/Balloting.**

Once registration for the polls has been closed, if a quorum is present, the membership meeting may proceed with nominations from the floor (if applicable), followed by balloting, etc.

**O. Tabulation, Counting, Inspectors' Conduct, Etc.**

1. Once the balloting has been closed by the Inspectors, the Inspectors may then open the sealed envelopes and begin the count and tabulation of the ballots.



2. All votes shall be counted and tabulated by the Inspectors in public, at a properly noticed open meeting of the Board or of the members, after verification of a quorum of the membership.
3. If the Inspectors open the envelopes and determine there is no ballot in the envelopes, the Inspectors will indicate on the registration list next to that owner's name that no ballot was received.
4. Members and candidates may witness the counting and tabulation from a distance.
5. The Inspectors will not provide members or candidates with information, will not answer questions, engage in discussion and will not provide any interim counts or tabulations. Inspectors will only provide the members or Inspectors with a final count and tabulation.
6. Members and candidates may not communicate with the Inspectors during the inspection, registration, count or tabulation process.
7. Ballots must be legible and clearly marked. If the ballot is marked to cast more votes than the maximum number of votes for that election, no votes will be counted, and the ballot will be used for quorum purposes only.
8. Inspectors will certify the results of the membership election by completing a report.

**P. After Tabulation.**

1. Results of the election shall be announced and promptly reported to the Board of Directors and recorded in the minutes of the next meeting of the Board.
2. Results shall be available for review by all members after the certification by the Inspectors.
3. Tie Votes: For election of Directors, in the event of a tie vote among any number of the candidates, the Association will notice a special membership meeting and send out ballots to all members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein, to the extent they are applicable to a run-off vote. No previously cast ballots or proxies will be used at the meeting to break the tie.
4. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all the members.
5. The ballots and the envelopes, along with the registration list, will be stored by the Association in a secure place for no less than one year after the date of the election.
6. In the event of an election challenge and upon receipt of a written request from a member, the Association will make the ballots available for inspection and review by Association members or their authorized representatives. In order to protect the security of the ballots, one or more Association representatives must be present during such review. The Association will not make proxies available for review or inspection.
7. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

**Q. Access to Association Facilities and Communications/Use of Association Funds.**

1. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters and internet web sites, during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.

2. The Association shall not edit or redact any content from these communications but will provide a statement specifying that the candidate or member, not the Association, is responsible for that content.
3. Access to common area meeting space will be made available to all candidates and members advocating a point of view, for purposes reasonably related to the election, at no charge, on the specific dates and times which will be contained in the Notice of the membership meeting.