

**RULES AND REGULATIONS**

**SEABRIDGE VILLAGE HOMEOWNERS ASSOCIATION**

**ADOPTED BY THE BOARD OF DIRECTORS REVISED  
1/23/19**

**SEABRIDGE VILLAGE HOMEOWNERS ASSOCIATION RULES  
AND REGULATIONS**

**IMPORTANT TELEPHONE NUMBERS**

**EMERGENCY: POLICE/FIRE/PARMEDICS-911**

**Action Property Management  
2603 Main Street, Suite 500  
Irvine, CA 92614**

**(949) 450-0202 Phone**

**(949) 450-0303 Fax**

**ENTRY MONITOR STATIONS:**

|            |                     | HOURS OF OPERATION     |
|------------|---------------------|------------------------|
| ADAMS GATE | (714) 536-5856      | 7:00 a.m. - 11:00 p.m. |
| BEACH GATE | (714) 536-6055 24/7 |                        |

**AMENITIES:**

1. Clubhouse available for parties and meetings. Located at Seabridge Lane and Bridgepoint (near Adams gate). Reservations are made through Action Property Management.
2. Racquetball court: Located to the rear of the Clubhouse (downstairs). Sign up sheet is outside door.
3. Four (4) lighted tennis courts: Located on Bayfront/Sealpoint near Racepoint
4. Four Swimming pools with Jacuzzis.
  - Clubhouse: Seabridge Lane and Bridgepoint
  - Near Atwater and Capehope, enter from either street
  - Near Tidepool, enter from Waterspray or Portview
  - On Sealpoint

**DEFINITIONS:**

**SEABRIDGE VILLAGE HOMEOWNERS ASSOCIATION** is made up of the homeowners who have purchased one of the 422 condominium or townhouse units within Seabridge Village. (The property from the electronic gate at Adams Avenue to the bridge near the end of Seabridge Lane, *except Seabridge Lane and the tennis courts*, are exclusively HO A property.)

**SEABRIDGE VILLAGE MASTER COMMUNITY ASSOCIATION** is made up of both the homeowners along with the 344 rental units occupying the buildings along Beach Blvd called the Seabridge Villas. The Master Association is responsible for the tennis courts and the exterior property encompassing Beach Blvd, Adams Avenue and Seabridge Lane.

**BOARD OF DIRECTORS** is made up of five (5) duly elected homeowners and it is their responsibility to develop, direct, maintain, and operate the policies of the Homeowners Association. They have monthly meetings on the fourth Thursday of each month at the clubhouse. Homeowners and residents are always welcome.

**ARCHITECTURAL COMMITTEE** is the committee consisting of members of the Master Association Board who oversees the conformity of the design and the appearance of the Common Area with the standards set forth by the Association.

**MANAGEMENT** Action Property Management schedules and supervises performance of maintenance and repair services. Employs and supervises personnel necessary to carry out authorized functions. Assists the Association in enforcing the CC&R's and the Rules and Regulations. Maintains the financial data of the Association.

## **RULES AND REGULATIONS**

These Rules and Regulations are for the benefit of all homeowners and renters of Seabridge Village. They are an adjunct to the governing documents and in the event that they are in conflict, the governing documents will govern. It is hoped that they will be followed without any problems. With cooperation and adherence to these common sense rules, everyone can enjoy the pleasures and privileges of condominium living. It is the duty of the homeowner who rents his property to inform his tenant of these Rules and Regulations and their duty to adhere to them.

1. Sidewalks, stairways, breezeways, and patios shall not be used in a manner that will limit the ingress or egress from any unit or detract from the neat appearance or decor of the project as a whole.
2. No unit or garage shall be used for commercial purposes. Garages shall be used for parking of resident vehicles primarily and for storage secondarily.
3. No unit, garage, or street shall be used for vehicle repairs or rebuilding.
4. No flammable oils or fluids such as gasoline, kerosene, naphtha, propane, or other explosives or articles extra hazardous to life, limb or property shall be brought into, used, or stored in the unit or garage.
5. No radio, TV or CB aerial or connection shall be installed by the occupants outside of their respective unit, without the approval of the Board of Directors.
6. No occupant shall make or permit any disturbing noises by himself, his family, guests or servants nor do or permit anything to be done by such a person that will interfere with the rights, comforts or convenience of other residents
7. No rugs or furnishings of any kind shall be beaten or hung on patios, windows, or entryways, nor shall towels, bathing suits, or laundry be hung in such places. No outside clotheslines are allowed.
8. All damages to buildings, stairways, walkways or other Common Property shall be paid for by the person responsible for the damage. If caused by a guest, the owner is responsible.
9. No unit can be subdivided.
10. For Sale, For Rent and For Lease signs can be placed in only one window of the residence.
11. No resident shall engage in any activity within the property that is in violation of any law, ordinance, statute, rule or regulation of any local, county, state, or federal body.
12. The use of unmanned aircraft systems (i.e. **drones** and other remote control aircraft) within the Association is prohibited.

## **VEHICLE REGULATIONS – ADOPTED 5/23/18**

1. All vehicles belonging to residents, must have current DMV registration and be registered with the Seabridge Village Master Association Entry Gate and Seabridge Village Patrol Vendor, Patrol One. The Master Association will issue vehicle-parking decals for entry to the Community.

Each unit is allowed two Parking Permit at no cost. Additional permits are available at a cost of \$150.00 each and will be valid for 12 months from June 1<sup>st</sup> to June 30<sup>th</sup>. Additional permits must be renewed annual for \$150.00 per decal.

2. Owners must obtain a Resident Permit to park resident vehicles in Seabridge Village's common area (outside parking). Owners must complete the Patrol One Application for Resident Permit to obtain a permit. The registered vehicle license will serve as the permit.

3. Any vehicle entering and/or parking in Seabridge Village MUST have a PARKING PERMIT DECAL or a CURRENT GUEST PASS\* visible in the vehicle at all times.
4. GUEST PASSES\* must be displayed on the dash with the current date and name of the person they are visiting visible at all times.
5. No parking in Fire Lanes.
6. No parking on 3' or 5' pads or sidewalks in front of garages, corners, or in such a manner as to obstruct free traffic flow.
7. Parking is only permitted in designated areas for a maximum of 72 hours. Vehicles must be used regularly and moved not less than 72 hours.
8. Each garage shall be maintained in a manner, which ensures accommodation of at least one (1) vehicle. Residents having two or more cars MUST park one (1) car in the garage provided.
9. No inoperable vehicles, or Vehicles deemed by the Board of Directors or the Parking Committee to be a nuisance, shall be parked or stored anywhere on the property at any time.
10. Recreation vehicles, Camper Units, House Cars, Motor Homes, Trailers and Boats shall be allowed onto the property for a maximum of three (3) hours and must be off the property by 10:00 p.m. each evening. ABSOLUTELY NO OVERNIGHT PARKING. GUESTS VEHICLES WITH ANYTHING IN TOW WILL NOT BE ALLOWED ONTO THE PROPERTY.
11. SPEED LIMIT WITHIN SEABRIDGE VILLAGE IS 15 MPH.
12. STOP signs must be observed.
13. Homeowners will be held responsible for their guests' and/or renters compliance to these regulations.
14. There is absolutely no parking on any straight-aways, except on Seabridge Lane.
15. Car Covers are not permitted in common area parking unless the rear license plate is visible.

**WARNING** FAILURE TO COMPLY WITH ANY OF THESE REGULATIONS AND' THOSE OF THE DECLARATION (Article VUI, Section 8.02)IS SUBJECT TO A FINE AND TOW AWAY OF THE VEHICLE AT THE OWNER'S EXPENSE. (CVC 22658)

\* Guest Passes are non-transferable and may be revoked at any time.

### **MOPEDS AND MOTORCYCLES**

No mopeds or motorcycles are to be stored or parked on patios, balconies, entryways, walkways or stairwells.

### **BICYCLES, ROLLER-SKATES, ROLLER-BLADES, SKATEBOARDS, MOTORIZED SCOOTERS, AND SCOOTERS**

Residents should refrain from leaving bicycles, roller-skates, roller-blades, skateboards, motorized scooters, or scooters in any area that might cause restriction of mobility or injury to others including walkways, stairways, driveways and streets.

### **Parking Enforcement**

**Violations Subject to Immediate Tow Away:** Any vehicle parked in a marked fire lane, within fifteen feet of a fire

hydrant (whether marked or not), in a parking space designated for handicapped without proper authority, blocking the flow of traffic on community streets, or in any manner which interferes with any entrance to, or exit from any lot, parcel or area owned by a member of the Association may be towed **without prior notice of violation or notice of intent to tow.**

With respect to all other parking and vehicle violations, the following policy shall apply:

- a. First Offense: Warning Notice posted on the vehicle;
- b. Second Offense (within 180 days of the First Offense): Warning Notice posted on the vehicle;
- c. Third Offense: (within 180 days of the First Offense):
  - 1) Vehicle tow away.
- d. Fourth Offense and Subsequent Offenses: (within 180 days of the Third Offense):
  - 1) Vehicle tow away.

## **PETS**

1. The usual and ordinary domestic dogs, cats, fish and birds inside birdcages, may be kept as household pets within the residence provided they are not kept, bred, or raised for commercial purposes.;
2. The number of pets shall be limited to two (2) per household.
3. Dogs must be licensed and inoculated as required by law. Unlicensed dogs will be subject to pick-up by Animal Control.
4. Dogs must be held on a leash at all times when out of doors.
5. Pets are not allowed in the pool or Jacuzzi area, the tennis courts or clubhouse.
6. Pet owners must control their pets so as not to destroy or damage lawns, planted areas, trees or other property.
7. It is the owner's responsibility to; pick up after his dog. The vehicle for removing droppings (paper towels, napkins, bags, etc.) must be disposed of in the trash bin.
8. Owners are responsible for noise disturbances of their pets.
9. Pets may not be kept in garages.
10. Non-compliance with these rules will result in a fine being assessed against the pet owner, or in case of a tenant, to the property owner.

## **NOISE CONTROL**

1. Excessive noise or loud music in condominium units or outside common areas cannot be tolerated at any time. No sound from televisions, radios, stereos, etc. should be heard from other units, at any time. At no time should music be broadcast outside to the extent that neighboring units are affected.
2. Section 8.03 of the Seabridge Village CC&R'S prohibits loud noises in the Seabridge Village condominium development. If you own a unit that is **not** a ground floor unit, you are strongly discouraged from installing hard surface flooring in your unit, as there have been several instances of such installations that have caused excessive noise/disturbance for the residents in the unit below.

3. Parties must be limited to groups that can be reasonably accommodated by the size of the condominium, and “live music” is not permitted.
4. It is required that names of guests of the party be submitted to the guard shack on a written guest list prior to the event.

### **PATIOS AND BALCONIES**

1. Patios, balconies, and entryways may not be used for storage. Only outdoor furniture and barbecues may be kept on the patios or balconies.
2. No signs, nameplates, shades, awnings, window guards, or sun screening glass film applications shall be used except as shall be authorized by the Architectural Committee or by the Board of Directors.
3. All drapes, patio, window or door decorations clearly visible from the outside of the building shall conform in appearance with standards set by the Architectural Committee or the Board of Directors.
4. Only curtains, drapes, shades or venetian blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, or similar items.
5. No items, including plants, shall be placed on windowsills or balcony/patio railings.

### **POOL AREAS**

#### **CAUTION: NO LIFEGUARD ON DUTY**

1. For the safety of all, NO GLASS, CERAMIC OR OTHER BREAKABLE OBJECTS ARE PERMITTED IN THE POOL AREAS AT ANY TIME.
2. The pools and Jacuzzis are for the use of the residents and their guests.
3. Residents are allowed no more than four (4) guests in a pool area at one time.
4. Residents must accompany their guests and accept full responsibility and liability for them (child and adult) while in the pool areas.
5. Adult supervision is required at the pools for all minors under the age of 16.
6. No foreign objects such as floating rafts, pool furniture, plastic cups, or liquids are to be introduced into the pools or Jacuzzis.
7. Do not leave litter in the pool areas. Put all papers, soda cans, empty cigarette packages, and butts in containers provided in the pool areas.
8. No barbecue grills or charcoal burners are allowed in the pool areas at any time.
9. NO PETS, OTHER THAN ASSISTANCE PETS, ARE PERMITTED WITHIN THE POOL AREAS.
10. Loud and unnecessary noise is prohibited in the pool areas. Radios, tape players and stereos must be turned low so as not to disturb others.
11. No running, ball playing, horseplay or any other activity in the pool areas, that is dangerous and/or disruptive to others, will be permitted.
12. Swimsuits shall be worn at all times in the pools and pool areas. No cut-offs shall be allowed in the pools or Jacuzzis.
13. All gates to the pool areas are to remain locked at all times.

14. NO DIVING OR JUMPING INTO THE POOLS OR JACUZZIS.

15. Pool hours are 7:00 a.m. to 10:00 p.m. every day. The Board reserves the right to change hours without notice, based on misuse of the facilities.

### **TRASH BINS AND RECEPTACLES**

Trash bins are provided throughout the complex for your use. It is the responsibility of each resident to help keep the premises tidy.

1. Please do not leave cups, plates, paper, cigarettes, etc. on the ground.
2. Place all your rubbish IN the trash bins and keep the covers closed.
3. Cartons and large objects must be broken down and placed IN the bin, not left outside under any circumstances.
4. Moving debris and construction debris cannot be disposed of in the trash bins.

### **OTHER COMMON AREAS**

Breezeways: No hoses, bicycles, motorcycles, strollers, etc. are permitted to be kept in the breezeways. Utility Closet Areas: No items are permitted to be stored or placed in the utility closets.

### **CLUBHOUSE**

The Clubhouse can be reserved through the management office. Application for use must be accompanied by a refundable breakage and cleaning deposit.

### **TENNIS COURTS:**

1. Court use is limited to one (1) hour when others are waiting for use. (Players may finish their ongoing set if they have occupied the court for their hour.)
2. Only tennis shoes can be worn on the courts.
3. Please remove all personal items, equipment and trash from the court when finished playing.
4. Gate to tennis court shall be locked at all times.
5. Tennis courts are for private use, no tennis lessons are allowed.

### **RACQUETBALL COURT:**

1. Court use is limited to one (1) hour when others are waiting for use.
2. Tennis or racquetball shoes ONLY are REQUIRED.
3. Please remove all personal items, equipment and trash from the court after use.
4. If you are the last to leave PLEASE TURN OFF THE LIGHTS AND FAN when finished.

### **WASHING CARS**

There are one or two spigots per building to be shared by all residents.

1. You must provide your own hose and please be considerate of other's needs to use these facilities.

2. Please do not leave your hose hooked up to the spigots when you are finished or it will be confiscated.

## **LAKES**

1. No chemicals, trash, soap, detergent, toys or objects of any type should ever be put into the lakes or lake systems.

## **NON-OWNER OCCUPANCY**

1. Owners are required to make Rules and Regulations available to tenants.
2. Absentee owners are required to leave their address and phone number with management in the event of problems with renters.
3. No units can be subdivided for rental purposes.
4. All tenants or occupants are subject to all Seabridge Village Rules and Regulations and owners will be held responsible for any infractions.
5. Management is not responsible for owners' tenants. Any problems within the unit shall be handled by the landlord.
6. Tenants are to make their landlord aware of maintenance problems in need of attention by the Association.

It is the responsibility of all owners and tenants to extend consideration and respect to their neighbors to avoid infractions of these basic Rules and Regulations.

## **ENFORCEMENT POLICY**

Violations may be reported by any resident and must be made in writing to the management office.

1<sup>st</sup> Offense - Notice is issued

2<sup>nd</sup> Offense – Hearing/\$250.00 fine + costs

3<sup>rd</sup> Offense – Hearing/\$500.00 fine + costs

Continued Offenses – Referred to Attorney

Any fines or administrative costs incurred to enforce these Rules and Regulations, the CC&R's or the Bylaws shall be the responsibility of the UNIT OWNER and such, should be provided for in any lease agreement entered into. Court costs to collect such sums shall also be the responsibility of the unit owner.

**PLEASE KEEP IN MIND THAT THE COMMON AREA AND FACILITIES ARE OWNED WITH AN EQUAL AND UNDIVIDED INTEREST BY EACH OF THE HOMEOWNERS. TREAT THE COMMON AREA AS YOUR OWN. BECAUSE IT IS. THANK YOU FOR YOUR COURTESY!**



*Seabridge Village Homeowners Association*

WARNING!

Section 8:03 of the Seabridge Village CC&R'S prohibits loud noises in the Seabridge Village condominium development. If you are purchasing a unit that is not a ground floor unit, you are strongly discouraged from installing hard surface flooring in your unit, as there have been several instances of such installations that have caused excessive noise/disturbance for the residents in the unit below. If you install hard surface flooring without prior Board approval, you may be required to remove it at your expense, if you fail to remove such flooring when requested to do so by the Association, legal action and/or fines may result.

Thank you for your neighborly cooperation in this matter.

**Board of Directors**  
**08/03**

**Seabridge Village Homeowners Association**

**ACTION PROPERTY MANAGEMENT**

2603 Main Street, Suite 500

Irvine, CA 92614

**Seabridge Village Clubhouse Rental Requirements**

Dear Seabridge Village Homeowners:

As of January 27, 2005, the Board of Directors revised the procedures being used for the clubhouse rentals, and a change was made for the protection of the residents. September 1, 2001 several changes were made in order to protect the people planning to use the clubhouse following another party.

1. If there is a party at night, no party will be scheduled before 12:00 Noon the following day to allow ample time for cleanup.
2. If alcohol is served at ***all***, security ***must be*** provided by the person renting the clubhouse; for the entire time alcohol is being consumed. This will cost approximately \$15 -\$20 per hour. Security is arranged by contacting Kendall Bromley with Initial Security at the Beach gatehouse (714) 536-6055. You will be required to pay for the security in advance of your event. If no security is hired and alcohol is found to be present, the party will be immediately be shut down.
3. The refundable deposit of evening parties is \$300.00 an evening party is defined as any party lasting after 6:00 p.m.
4. The Rental Use fee is \$75.00.
5. Persons who rent the clubhouse and then violate the rules will be "banned" from using the clubhouse for one (1) year.

Enclosed is a Clubhouse Rental Agreement to complete and return with two checks made payable to the Seabridge Village Homeowners Association. One Check in the amount of \$75.00 is required as a non-refundable Use Fee. Another check in the amount of \$250.00/\$300.00 shall be held as deposit against any damages and return of the clubhouse keys. Payment must be in the form of check or money order. Reservations are confirmed upon receipt of the signed rental agreement, payment and deposit to the address listed above. Failure to send in the referenced items within ten (10) days prior to event may result in your reservation being cancelled. Once confirmed, keys can be picked up at Adams Street gate of your event. Keys must be returned to the Adams Street gate by 12:00 p.m. the day following your event. Your deposit check will be returned to you by mail when the key has been returned and no damages have occurred to the facilities during the time of the rental. You should receive your deposit check within approximately ten (10) days following the date of the event.

Listed are the Clubhouse Rules and Regulations. Please read them carefully prior to completing the application process:

1. Maximum capacity of the clubhouse is 60 persons. For groups of over ten (10) people, a guest list must be provided to the gatehouse when obtaining keys.
2. The clubhouse will be inspected prior to and following each event. Applicant must agree to leave the room and its contents clean and in good condition in order to avoid forfeiture of deposit. If any cleaning is needed of any damage occurs, the deposit check will be used to defray the costs of repair/cleaning and any balance will be refunded. If additional costs are incurred, you will be notified in writing. All additional charges must be paid within ten (10) days of notification.
3. Clubhouse is rented to adult (over 21) residents only (PROOF OF AGE IS REQUIRED BY PROVIDING A COPY OF YOUR LICENSE WITH YOUR APPLICATION). For events involving minors, resident adult supervision must be present AT ALL TIMES. Failure to comply results in entire deposit being forfeited. NO EXCEPTIONS. A Security Guard may also be required at events involving minors at the discretion of the Management Company or Board of Directors.
4. Clubhouse hours are from 8:00 a.m. to 10:00 p.m. Sunday through Thursday and 8:00 a.m. to midnight Friday and Saturday. Music and noise must be allowed at 10:00 P.M. and night of the week including weekends.

5. This agreement covers exclusive use of the clubhouse room and lavatory facilities on the specified day only. The grounds swimming pool, pool area, and racquetball court are not open for use by you or your guests.
6. No barbecue grills or charcoal burners are allowed in the pool areas at any time.
7. The application agrees to release and hold harmless the management company, Seabridge Village Homeowners Association and its agents, including employees from any and all claims, demands, liabilities, and actions (including costs of defending same) which may be caused by the applicant or applicants guests.
8. Permission to use the facility and in the future is at the sole discretion of the Management Company and Board of Directors and may be withheld for cause or scheduling conflicts.
9. By signing application, applicant agrees with and promises to abide by all clubhouse rules and regulations.

Should you have any questions regarding the above referenced information, please call Action Property Management at (949) 450-0202. Thank you

Sincerely,  
The Board of Directors  
Seabridge Village Homeowners Association

**SEABRIDGE VILLAGE HOMEOWNERS ASSOCIATION**  
**TOP TEN RULES**  
**JULY, 2003**

1. Monthly assessments are due and payable on the 1<sup>st</sup> of each month.
  - Please refer to the Association's Assessment Collection Policy for full details
2. Noise from TV's and radios must be kept low so neighbors cannot hear them at any time. Bass settings should be at lowest setting. Consideration should be given to use of appliances (washers/dryers/dishwashers/vacuum) before 7:30 a.m. and after 10:00 p.m.
3. Each car must have an ID displayed for entry. Decal ID or Guest Pass must be displayed on the dashboard of vehicles parked within the community. Vehicles must have a current license plate/registration.
4. Interior and exterior changes to a unit require prior approval by the Association.
5. The addition of hard flooring, or structural changes are restricted.
6. Satellite dishes, decks, and outside plants need to follow guidelines.
7. Dogs must be leashed at all times, and are not permitted within the pool facilities.
8. No playing in or around the lakes.
9. Children under the age of 18 must be supervised at the pool at all times by an adult. Children without an adult will be asked by security to leave.
10. See your copy of the CC&R's for more information.

Thank you for your compliance.

**SEABRIDGE VILLAGE HOMEOWNERS ASSOCIATION**  
**ELECTION RULES AND PROCEDURES**

1. All candidates or members advocating a point of view shall have equal access to Association media, newsletters, and websites during a campaign for purposes reasonably related to that election. The Association will not edit or redact any content from these communications; however, the Association may include a statement specifying that the candidate or member, as applicable, and not the Association, is solely responsible for the content of the communication, and that the Association was required by law to publish the communication verbatim, regardless of content.
2. All candidates or members advocating a point of view will have equal access, at no cost, to any common area meeting space during a campaign for purposes reasonably related to the election.
3. Pursuant to Section 4.01 of the Association's Bylaws, in order to be a candidate for election to the Association's board of directors, a person must be an owner of a Condominium in Seabridge Village.
4. Anyone interested in running for election to the board of directors may become a candidate by (a) submitting a "Declaration of Candidacy" form (available from the management company), or (b) being nominated from the floor at the annual meeting (self-nominations from the floor are permitted). The candidate solicitation notices will include a deadline for return of the Declaration of Candidacy Form to the Association. Only persons who have timely submitted a Declaration of Candidacy Form or who have been nominated from the floor at the member meeting can be elected.
5. Record dates for determining members entitled to receive notice of the meeting and for determining members entitled to vote at the meeting shall be established in accordance with Section 3.05 of the Association's Bylaws and Corporations Code Section 7611.
6. Each member of record whose voting rights have not been suspended by the board of directors is entitled to vote. Each membership is entitled to one (1) vote on each issue being voted on (except election of directors, in which case each membership is entitled to one (1) vote for each position on the board to be filled at the election).
7. In light of statutory voting requirements allowing members to "vote by mail," the Association will not distribute proxies. Members may create their own proxies, which must satisfy the requirements of Civil Code Section 1363.03(d) and Corporations Code Section 5069. However, members are encouraged to "vote by mail." If a proxy is submitted to the inspector(s) of election or brought to a meeting, in order to be counted the proxy must (a) identify a proxyholder (who must physically attend the meeting for which the proxy is being exercised), (b) contain voting instructions, and (c) be signed by the member giving the proxy. A proxy that does not satisfy these requirements will not be counted. Any instruction given in a proxy issued for an election that directs the manner in which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. The proxyholder must cast the member's vote by secret ballot; however, the inspector(s) of election shall witness the proxyholder's completion of the ballot to verify that it is completed pursuant to the detached voting instructions.
8. The voting period for member meetings shall commence when the first ballot is mailed or delivered to a member of the Association, and shall end at such time as the inspector(s) of election determine the polls close.
9. Prior to the election, the Association's board of directors shall select either one (1) or three (3) independent third parties, in its discretion, to serve as inspector(s) of election. An "independent third party" who serves as inspector of election may include, but is not limited to, (a) a volunteer poll worker with the county registrar of voters, (b) a licensee of the California Board of Accountancy, (c) a notary public, (d) a member of the Association who is neither a director, a candidate for election as director, nor related to a director or candidate for election as director, (e) a person who is currently employed by or under contract to the Association for compensable services, including, but not limited to the Association's management agent, accountant, or counsel.
10. The inspector(s) of election shall perform the following duties:

- a. Determine the number of memberships entitled to vote and the voting power of each;
  - b. Determine the authenticity, validity, and effect of proxies, if any;
  - c. Receive ballots;
  - d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
  - e. Count and tabulate all votes;
  - f. Determine when the polls shall close;
  - g. Determine the result of the election; and
  - 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 all applicable Association rules regarding the conduct of the election that do not conflict with Civil Code Section 1363.03.
11. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three (3) inspectors of election, then the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector(s) of election is prima facie evidence of the facts stated in the report.
12. Elections subject to Civil Code Section 1363.03(b) shall be conducted in accordance with the following procedures:
- a. Ballots and two preaddressed envelopes with instructions on how to return ballots substantially in the form of Exhibit "A" attached hereto and incorporated herein by this reference shall be delivered or mailed by first-class mail to every member not less than thirty (30) days prior to the deadline for voting (a member may not be identified by name, address, lot, parcel, or unit number on the ballot);
  - b. Ballots are *not* to be signed by the voter;
  - c. Completed ballots must be placed into an inner envelope that has no identifying information (*e.g.*, no member name, no property address, no signature, etc.) on it, and the inner envelope is then sealed by the member;
  - d. The inner envelope is then inserted into the outer envelope that is preaddressed to the inspector(s) of election and then sealed by the member;
  - e. In the upper left hand corner of the outer envelope, the member *must* indicate his or her name and the address of the property in the community that entitles the member to vote in the Association's election, and then the member (who must be on title) *must* sign his or her name in the upper left hand corner of the outer envelope. Ballots received in improperly completed envelopes (*e.g.*, not signed) will *not* be counted;
  - f. The envelope must be mailed or delivered by hand to the inspector(s) of election, and the member may request a receipt for delivery;
  - g. All properly returned votes deemed valid by the inspector(s) of election shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the Association's board of directors or members; envelopes deemed invalid by the inspector(s) of election shall remain sealed;
  - h. If the meeting of members is adjourned due to failure to satisfy quorum requirements, then envelopes containing ballots shall remain sealed and in the custody of the inspector(s) of election for use at such time as quorum requirements are satisfied at a reconvened meeting of the members;
  - i. Any candidate or other Association member may witness the counting and tabulation of the votes;
  - j. No person, including any Association member or management company employee, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated;
  - k. The inspector(s) of election shall promptly report the election results to the Association's board of directors, and such results shall be (i) recorded in the minutes of the next meeting of the board of directors, (ii) available for review by the Association's members, and; (iii) publicized within fifteen (15) days of the election in a communication directed to all members;
  - l. The sealed ballots shall at all times be in the custody of the inspector(s) of election or at a location designated by the inspector(s) of election until after tabulation of the vote, at which time custody shall be transferred to the Association.
  - m. After tabulation, the Association shall store ballots in a secure place for no less than one (1) year after the date of the election;
  - n. 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.

13. Association funds may not be used for campaign purposes in connection with any. Association election except to the extent necessary to comply with duties of the Association imposed by law. As used in this paragraph, "campaign purposes" includes, but is not limited to, (a) expressly advocating the election or defeat of any candidate on an Association ballot, and (b) inducting the photograph or prominently featuring- the name of any candidate on a communication from the Association or its board of directors (other than the ballot and ballot materials) within thirty (30) days of an election. "Campaign purposes" does not include communication for which equal access is required to be provided pursuant to Paragraphs 1 and 2 above.