

***Chateau Park HOA***  
**Rules & Regs.**

Revision 3, Approved May 21, 2001

**Chateau Park Homeowners' Association**  
29645 Strawberry Hill Agoura Hills, CA 91301

**DATE:** January 2003  
**TO:** Chateau Park Residents  
**FROM:** The Board of Directors  
**RE:** Parking Rules and Fines for Violation

One of the most perplexing problems facing the Board of Directors and Lordon Management concerns parking within the complex. More complaints have been brought to our attention on this issue than any other. At first we attributed many of the violations of parking rules to a lack of information especially by tenants who were never informed of the Chateau Park Rules and Regulations by the owners. As time went by, however, it became apparent that many violations were a matter of flagrant disregard of fairness, neighborliness and safety. Some blame was placed on the lack of rigid enforcement by the Board of Directors and management. The diligence and efficiency of the hired patrol and security service was also questioned.

To better inform residents and their guests, signs have been placed in all cul-de-sacs advising them of fire code violations when unattended vehicles are parked, for any period of time, in driveways, in front of garages, in front of access walkways, and on end unit aprons. Vehicles in violation are subject to a fine as well as being towed at the owner's expense. Emergency vehicles must have free access at all times. Although notices have been sent to violators, the problem still exists.

Initially the cul-de-sac parking spaces were meant for guest usage. Over time most of the spaces appear to be taken up on a first come, first served basis by residents who utilize their garages for storage or other purposes leaving little room for parking vehicles. The rules relating to parking as of this letter are as follows:

**Residents with one or two vehicles must park in their garage and/or the street. Residents with three or more vehicles must park two in their garage and/or on the street before occupying one cul-de-sac space. Vehicles are considered abandoned if parked in the same spot for 72 consecutive hours and may be towed at owner's expense.**

To help enforce the aforementioned rules, Lantz Security has instructions to pursue an aggressive and diligent posture in tagging vehicles in violation. Please note that:

1. A citation on your vehicle is your first warning
2. Second violation Called to a hearing with a \$50.00 fine
3. Third violation \$100.00 fine
4. Fourth violation \$200.00 fine

Enforcement of the CC&R's, By-Laws and Rules and Regulations are a responsibility of the Board of Directors. Fines will be levied as violators are observed. Non-resident homeowners bear the responsibility for their tenant's actions. The Board of Directors asks for and expects your cooperation in helping to solve this problem on behalf of all residents. As always we welcome your comments.

Sincerely,

The Board of Directors

# *Welcome to Chateau Park*

*\* Buyers, or potential buyers, should read rule P150 regarding pool key.*

*\*\* Real Estate Agents, please be sure to explain the difference between a P.U.D. and a Condo. See maintenance responsibilities at end of this document.*

Dear Homeowner,

This document is intended to welcome you to our community, introduce you to the Chateau Park Homeowners' Association, and allow you to participate in managing our community.

The Chateau Park Homeowners Association is a non-profit corporation incorporated April 1982, and governed by the laws of California. The corporate powers of the Association are vested and exercised by an elected Board of Directors (BOD) which supervises the management of its day-to-day affairs.

When each of us takes responsibility for our community, we enhance its beauty and value as it grows into an established neighborhood. Your Association is committed to this cause. We encourage you to share your ideas with your Board of Directors and to aid them in managing your community through your individual participation as a committee member or as a candidate for office.

In purchasing our homes at Chateau Park, we agreed to abide by the Covenants, Conditions and Restrictions (CC&R's) and the By-Laws. One important point to note is that Chateau Park is a "PLANNED UNIT DEVELOPMENT", and not a "CONDOMINIUM". The CC&Rs may be difficult to understand and interpret; therefore, the following Rules are intended as a supplemental document to help the homeowner understand what is required Regulations and are more "Reader Friendly". The Rules & Regs document should be kept readily available.

For additional detailed information, please refer to the governing instruments, which were given to you at the close of escrow. All rules and regulations as stipulated in the various governing documents will be enforced. The BOD and/or its representative has the right to enforce all rules and regulations as necessary. The BOD reserves the right to revise the Rules and Regulations as necessary. Should any situation arise requiring immediate action, the BOD will have final authority.

These Rules and Regulations were instituted to make our community a better and more desirable place to live.

***WELCOME TO CHATEAU PARK!***

Board of Directors

Chateau Park Homeowners Association

Revised 05/08/2001

# *The Board of Directors*

The Board of Directors of the Chateau Park Association consists of volunteer homeowners that are elected at the annual meeting held in May of each year. They freely give of their time and effort to help maintain Chateau Park as a viable and attractive community. Their responsibilities are as follows:

- Enforce the CC&R's, By-Laws, and Rules and Regulations.
- Make decisions affecting the financial status and liability of the Association.
- Review the annual budget, adjust the monthly assessment rate, and enforce assessment collection.
- Review the year-end audit and distribute the annual financial statement.
- Levy fines, deny privileges, and direct legal counsel to maintain compliance.
- Approve and authorize actions of all committees.
- Communicate common interests to homeowners through monthly Association meetings.
- Promote a social atmosphere befitting the community.
- Contract all maintenance repairs and improvements to the common grounds and facilities.
- Conduct regular monthly Association meetings, and the annual meeting, for Election of Officers.

The Association meetings are held on the third Monday of every month, at 7:00 P.M.

~~First Federal Bank~~

~~5701 Kanan Rd.~~

~~Agoura Hills (community room, corner  
Kanan & Thousand Oaks Blvd.)~~

Your Association welcomes your interest, input, and support at these meetings.

**EMERGENCIES - CALL 911**

Police services are provided to the area through the Lost Hills Sheriffs station. Non-emergency # (818) 878-1808

Fire Department Non-emergency	(818) 889-1122
Southern California Edison	(818) 999-1900
Southern California Gas	(818) 883-3130
Las Virgenes Water District	(818) 880-4110

**NOTE:** *New homeowners must connect their service through California Sub-Meter (800) 203-8653*

Trash collection day is MONDAY

**CALL THE MANAGEMENT COMPANY (818) 707-8288 FOR:**

- Common Area landscaping problems.
- Common Area pest control problems.
- Common Area lighting problems.
- Pool and Tennis Courts maintenance

**SERVICES INCLUDED IN MONTHLY ASSESSMENT:**

Maintenance of the common areas is the responsibility of the Association and is overseen by both the BOD and the Management Company. Defects and deficiencies of the Common Area should be reported to the Management Company when they are observed.

Common area maintenance is provided as required. Landscaping and maintenance personnel are under the sole direction of the BOD. During their hours of work, they shall in no case be diverted to the private business or employment of any owner, tenant or guest.

**INSURANCE:**

The Association has fire, liability (for common area), fidelity, Directors' & Officers' Errors and Omissions, and earthquake insurance, which cover the units and the common areas. Homeowners are responsible for the deductible, and any exclusion of coverage under these policies. Homeowners should always call the Management Company to get details and up-to-date info, as policies may change.

Association insurance does not cover personal possessions. Contact your agent for purchase of appropriate property insurance. Individual homeowners can also protect themselves from unexpected special assessments for a nominal annual fee included with your personal insurance.

All requests and complaints should be made in "legible" writing (typed letter is preferred) to the Management Company. A representative of the Management Company is available on a 24 hour basis for reporting of emergencies. Call-ins during normal business hours are appropriate for such matters as obtaining information, clarifying status of a homeowner's account, responding to communication from the BOD or management company, and so forth.

## **HOW TO HANDLE NIEGHBOR DISPUTES:**

**RR0) The BOD has adopted the following policy regarding neighbor disputes:**

- The resident can speak with the neighbor to resolve the problem.
- The resident can also send their complaint in writing to the Management Company. Remember to document the relevant details of the problem (time, location, and frequency of occurrence, etc.), and the Management Company will send notice to the resident at issue. The Management Company will handle the problem as outlined by current policy or BOD direction.
- When necessary, the BOD will hold a hearing to resolve the problems, as per the governing documents.
- If you are a renter, you should direct through the homeowner
- Confidentiality can be requested, but cannot be guaranteed.

**RR1) Non-resident owners are responsible for giving these Rules and Regulations to their unit's occupants. Any fines for violations will come to the homeowner, and they in turn may pass this on to their renters.**

**RR2) Homeowners and occupants are asked to work together to abide by the Rules, and to do so in a courteous and cooperative manner. Any violations of the Rules and Regulations should be reported in writing to the Management Company, stating the nature of the infraction, person(s) involved, date, time, place of incident and the resident's address.**

**RR3) Any homeowner charged with a violation of any of these Rules and Regulations shall be notified of the alleged violation in writing. If the owner wishes to contest the violation, they must attend the next association meeting and defend their position, or submit their case in writing for review by the BOD within 30 days of the date of notification of the violation.**

**RR4) The BOD may impose monetary penalties upon owners as a disciplinary measure:**

- Failure to comply with the CC&R's, By-Laws, or Association Rules and Regs.
- As means of reimbursing the Association for costs incurred by the Association in the repair of damages to common areas.
- To bring an owner's unit into compliance with the CC&R's, By-Laws, or Rules and Regulations of the Association
- Violators of the CC&R's, By-Laws, or Rules and Regulations of Chateau Park are subject, but not limited to:

**1st Notice - Written Warning**

**2<sup>nd</sup> Notice - Hearing and/or fine, plus costs**

**3<sup>rd</sup> Notice - Further fines or legal action to be determined by the BOD**



**RR5)** If a fine is levied against a unit, payment is the responsibility of that homeowner. Additional violations may result in the loss of recreational privileges. Prosecution may result from continued violations and failure to pay fines.

**RR6)** Any vandalism of any of the recreational facilities or Common Areas, will result in a \$5,000.00 fine plus costs of repair/replacement. Use of the tennis courts for any activity other than tennis is subject to the same fine structure. This includes graffiti.

**NOTE:**

**THE BOARD OF DIRECTORS HAS THE RIGHT TO FILE SMALL CLAIMS COURT ACTION** and to take legal remedies to recover any sums not promptly paid as a result of any fines being assessed against a homeowner. The BOD also has the right to assess penalties and interest for the late payment of fines.

**MONTHLY ASSESSMENTS:**

- Monthly due pay for all Common Area responsibilities of the HOA.
- Homeowners' dues are due on the 1st of the month.
- A Homeowner who is delinquent 60 days or more is subject to lien proceedings.
- A Homeowner who is liened is subject to foreclosure proceedings.
- All legal costs and fees incurred during lien proceedings shall be charged to the homeowner.
- Payments received by the Management Company after the 30th of the month are considered late and will have a \$10.00 late charge added. Interest also accrues at an annual rate of 10% of the unpaid balance.

**GENERAL RULES:**

**G1)** Any offenses, which require Association fund expenditure, whether or not an emergency situation exists, are at the homeowner's liability and/or expense.

**G2)** All exterior building modifications, additions, and alterations must be submitted in writing on the Board of Directors for Architectural Review (Form is available from the Management Company) and reviewed by the Architectural Review Committee before work can be started **NO EXCEPTION** (see Architectural section).

**G3)** No obnoxious, or offensive, activity shall be carried on in any home or any part of Chateau Park that may become an annoyance or nuisance to the neighborhood, or in any way interfere with the quiet enjoyment of each unit.

**G4)** Trashcans must be put out after 6 PM Sunday prior to pick-up day, and not before. They must be removed from sight by evening of the pick-up day. Private trashcans shall not be visible from neighboring property except on trash day.

**G5) It is the responsibility of the resident to remove any throw-away papers or advertising material left at each unit. Residents are also responsible for removal of any debris resulting from their use of the common area and facilities.**

**G6) Outside clotheslines shall not be visible from neighboring property. Drying clothing, towels, etc., on open garage doors, front porches, windows, or other walls is prohibited.**

**G7) Exterior antennas are prohibited. However, per FCC regulations, the Association permits the installation of satellite dishes as long as they are 39 inches or less in diameter. Satellite dishes are prohibited from being placed on the roof. They may be attached to the unit, or exclusive use areas, and should conform to the exterior color where placed.**

**G8) All signs, posters, billboards, and advertising devices are not allowed with the exception of "FOR SALE" signs on or near unit to be sold.**

**G9) No personal property of any type may be stored, or placed in the Common Areas.**

**G10) The Association maintains the common areas, lights on cul-de-sac islands and on the perimeter walls.**

**G11) With appropriate notice given to homeowners, the BOD, or its representative, has the right to access backyards for Association business. Such examples would be: painting of trim or exterior walls, inspecting walls, drainage issues, or any other situation that may affect the Association.**

**G12) The Association cannot allow or condone any activities in the common areas, which constitute a violation of the city, county, state or Federal law(s), rule(s), or regulation(s). Any such violations will result in an appropriate fine and/or the reporting to the proper authorities.**

**G13) No one is permitted on any roof without prior written authorization from the BOD.**

**G14) Holiday decorations must be removed by January 15<sup>th</sup> of each year.**

**G15) Garage Sales are permitted; however, all items must be kept within the garage and not laid out in the cul-de-sac. In addition, the homeowner must instruct people not to park their vehicles in the cul-de-sac when stopping to look at garage sale items. Any "Garage Sale" signs that were placed in the complex must be removed the same day as the sale. If there are any problems that result from having garage sales, or the frequency of such sales becomes excessive, the HOA reserves the right to evaluate the circumstances and restrict the situation as it sees necessary.**

## *The Architectural Committee*

The Architectural Review Committee is primarily concerned with preserving and enhancing the aesthetic quality, and design concept of Chateau Park. The ARC was established by the CC&R's "to approve the harmony of external design and location in relation to surrounding structures and topography of all planned fences, walls, or other structures proposed to be erected or, maintained on the properties". Any homeowner considering an exterior addition or alteration including, but not limited to patio covers, gazebos, spas and pools, must submit plans and specifications for approval by the ARC.

The BOD has the authority to disapprove any plan upon dissatisfaction. The location, structure, color, design, proportions, architecture, shape, height, style, appropriateness of the proposed improvement, and/or materials to be used which would render the improvement, or change inharmonious with the concept of the general plan of Chateau Park, may all be factors considered in this determination.

Appeal of an ARC decision may be presented before the BOD. The decision of the Board shall be final.

### **ARCHITECTURAL APPROVAL:**

- A1) ARC approval is a prerequisite to obtaining any required building permits from the City of Agoura Hills.
- A2) Work done without appropriate ARC approval and city permit(s) is subject to fines or even the requirement that the project be redone or removed should it not be in compliance with all Association and City specifications.
- A3) Applications for ARC approval must be submitted on the ARC forms available from the Management Company.
- A4) **Satellite Dishes:** Any satellite dish that a homeowner, or renter, is planning on installing must be pre-approved by the Architectural Committee, as all other additions. A dish that is installed without prior approval may have to be relocated, at the owner's expense, upon the decision of the Architectural Committee, or the Board. A satellite dish may only be installed on the property, or exclusive use area, of the unit.

## **RECREATIONAL FACILITIES**

**HOURS:** Sunday through Thursday Friday, Saturday, Holidays, 8 A.M.-10 P.M.

**ACCESS:**

\* P150) Replacement keys are available for a \$50.00 non-refundable charge. Any homeowner who has outstanding fines or dues on their account will not be eligible for replacement keys until their account is brought current. In the event of the sale of a unit, the Homeowner (seller) is responsible for the transference of these keys to the buyer upon the sale of a unit, and to pay any outstanding fines. The HOA will not waive fines or issue new keys to the new owner. The buyer must resolve this with the seller at time of escrow.

### **POOL/SPA RULES:(THE POOL HEATED MEMORIAL DAY THRU LABOR DAY).**

P151) The pool and spa are for the exclusive use of Chateau Park residents and their guests. Loaning or duplicating a Recreation Facility key is prohibited. Selling, and/or purchasing these keys to/for other homeowners, who are not at an eligible status to purchase their own, is prohibited.

P152) Children under the age of 14 are prohibited from using the pool and/or spa unless accompanied by a responsible adult 18 yrs. or older.

P153) The gate entrance to the pool/spa area must be kept latched and locked at all times. Entry and Exit requires the use of a Recreation Facility key.

P154) No lifeguard is on duty. Residents assume full responsibility for self, family and guests. Please observe all safety and sanitation rules.

P155) Cooperation in maintaining maximum clearliness in the pool<sup>1</sup> and spa area is required. DO NOT LITTER. Cut-offs, jeans, hair clips and pins are not permitted in the water. Swimsuits must be worn by children and adults at all times.

P156) Running, recklessness, unnecessary noise, nudity, and profane language are considered misconduct and are not permitted.

P157) Radios and other sound equipment must be used at the volume that does not disturb others in the immediate area or nearby residents.

P158) The following are not permitted in the pool-spa area:

**ALL GLASSWARE AND BREAKABLE CONTAINERS, PETS, SURFBOARDS, SKATEBOARDS, BICYCLES, SKATES.**

**P159) Floats, rafts, or other water play devices are not allowed in the spa. Floats, rafts and other water play devices will be restricted when the pool area is congested and shall be removed from the pool at the request of other pool users.**

**P160) Climbing fences or buildings to gain access is prohibited.**

**P161) Moving or removal of pool equipment or furniture is prohibited. The life preserver that is stored at the pool is only to be used in an emergency and never used as a toy for any reason.**

**P162) No one is permitted to change or adjust the water levels or temperature of the pool or spa. If there is a problem, please contact the Management Company.**

**P163) Use of pool area for private parties is not permitted.**

**P164) Infants in diapers, or small children, who are not yet toilet trained should not be in the pool or spa for obvious health and sanitary reasons.**

## **TENNIS COURTS:**

- T1) Courts may be used ONLY for tennis. Any other use, or vandalism of any nature will result in a \$5,000.00 fine, plus costs of repair.**
- T2) No equipment other than standard tennis gear is permitted on the courts.**
- T3) No shoes other than tennis shoes may be worn on the courts.**
- T4) Use of the courts will be on a first come, first serve basis. Children of homeowners have the same rights and restrictions as adults.**
- T5) Play is restricted to one hour for singles, doubles, or practice if others are waiting for the court.**
- T6) Standard rules of tennis etiquette, as posted at the entrance, must be observed at all times.**
- T7) All metal racquets must have a protective guard to avoid damage to the courts.**
- T8) Guests must be accompanied by a resident at all times. Loaning of recreation key is prohibited.**
- T9) No glassware, breakable containers, or food is allowed.**
- T10) Pets are not allowed.**
- T11) The gates shall be locked at all times. Entry and exit requires use of a Recreation Facility key, which is also necessary to turn on the lights.**
- T12) The court lights will come on (with key) only during the hours set by the BOD and controlled by a time clock. Tampering with the time clock constitutes vandalism.**

**PETS:**

A reasonable number of household pets (i.e., 2 dogs and 2 cats) may be kept on each lot, provided they are not kept for breeding or other PETS commercial purposes. All residents, who walk animals that tend to relieve themselves on common property or sidewalks, must carry clean-up materials with them.

No feces shall be permitted to accumulate within any lot in the complex and no odor shall be permitted that will render any portion of Chateau Park unsanitary, unsightly, offensive, or detrimental to the community. Nor shall other nuisances be permitted to exist upon any portion of a lot so as to be offensive to any other lot in the vicinity or to the occupants.

**P1) No animal shall be permitted to make an unreasonable amount of noise.**

**P2) Dogs must be on a leash and under control by the person holding the leash, unless within the owner's unit or enclosed yard.**

**P3) All animals are prohibited from the tennis courts and the pool/spa area.**

**P4) Homeowners are solely responsible and liable for any damages or injuries inflicted by their pets. Damage to landscaping or any other common areas by pets will be repaired and/or replaced at the expense of the owner.**

**P5) The owner is responsible for the immediate cleanup of all animal wastes. All state and local laws, rules and regulations will be strictly enforced. The HOA has provided plastic bag dispensers in the Green Belt area specifically for this purpose, we ask that you please use them.**

**PARKING, CUL-DE-SACS & STREETS:**

Though residents and their guests are allowed to park in the cul-de-sac median spaces, priority is given to guests and to residents who *do* use their garages for their vehicles. Residents with one or two vehicles must park in their garage and/or on the street. Residents with three or more vehicles must use their garage and/or the street to park two before parking one in the median spaces.

**USE OF CUL-DE-SACS FOR BICYCLING, BASEBALL, SKATEBOARDING, SKATING, MOTORIZED SCOOTERS, AND OTHER SPORT or ANY PLAY ACTIVITIES ARE PROHIBITED.**

**NO EXCEPTIONS: The Association owns the cul-de-sacs and will not risk liability for accidents that may occur!**

**CSP1) Residents' vehicles should be kept in the garage and the garage door kept closed when not in use by the resident.**

**CSP2) Repair work on vehicles is permitted within the garage only.**

**CSP3) Residents may not park commercial vans, large trucks, trailers, campers, boats or similar recreational equipment on public, or private streets, or in a cul-de-sac median space. Disabled, or abandoned, vehicles parked on public streets, or the complex, will be cited by the Sheriff, are subject to being towed at the owner's expense.**

**VEHICLES MAY BE CONSIDERED ABANDONED IF PARKED FOR 72 OR MORE CONSECUTIVE HOURS IN THE SAME LOCATION.**

**CSP5) Parking in cul-de-sacs is permitted ONLY in the designated parking spaces.**

- **PARKING IS PROHIBITED IN FRONT OF GARAGES**
- **PARKING IS PROHIBITED IN FRONT OF ACCESS WALKWAYS**
- **PARKING IS PROHIBITED ON END-UNIT APRONS**
- **PARKING IS PROHIBITED IN DRIVEWAYS**

**\*\*\*\* EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES \*\*\*\***

Vehicles in violation are subject to a fine and the vehicle being towed at the owner's expense.

**SP6) Parking is allowed on public streets as well as the curb along Windsong Lane.**

**CSP7) Traffic in the cul-de-sacs is limited to 5 MPH.**

**GCA1) Motorized vehicles are not permitted on greenbelts or common grounds at any time. This includes the open space on Strawberry Hill and the ravine.**

**GCA2) No one shall remove, add to, displace, or alter any plantings, or structure, in the common area.**



**GCA3) Anyone known to vandalize any portion of the greenbelts, common grounds, and/or facilities will be held liable for repair charges and may be fined \$5,000.00.**

**GCA4) Landscaping within the unit owner's area, but affecting the aesthetic value of the complex, must be kept in presentable condition.**

**GCA5) "Climbing vines" can create problems and can get in the way of maintenance. They should not be allowed to grow onto the main structure of the buildings. If the vine belongs to the homeowner, it will be their responsibility to remove it, or pay for it's removal in the event it becomes necessary. If the vine is originating for from the common area, call the Management Company to have it removed.**

## Chateau Park Homeowners Association

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### **RULES FOR VOTING BY SECRET BALLOT**

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**Pursuant to California Civil Code Section 1363.03, The following rules and procedures shall apply for the Election of Directors, Voting regarding Assessments, Governing Documents & the Granting of the Exclusive Right to Use Common Area:**

1. Meeting at Which Secret Ballots Shall be Tabulated.
  - 1.1 The inspectors of election shall tabulate the ballots for the election of directors at the annual meeting of the owners or, if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the annual meeting called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of said annual meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.
  
2. Nomination of Candidates.\*
  - 2.1 At least sixty (60) days before the date of the meeting at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Candidate Nomination Form.
  - 2.2 According to the Association's Bylaws, the qualification(s) to serve on the Association's Board of Directors are as follows: Article V Section 1 of the Bylaws states; The affairs of the Association shall be managed by a Board of Directors, consisting of five (5) persons. All Directors will need to be Members of the Association.
  - 2.3 Owners may nominate themselves or another person; however, all candidates must meet the qualifications set forth in Section 2.2.
  - 2.4 Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.
  - 2.5 All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
  - 2.6 The Candidate Nomination Form must be returned to the Association at 6800 Owensmouth Ave, Suite 420, Canoga Park CA 91303 by deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.

**\*Only for Election of Directors**

**3. Inspectors of Election.**

**3.1** The Board shall appoint three independent third parties as inspectors of election after the close of candidate nominations, but before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to:

- a volunteer poll worker with the county registrar of voters;
- a licensee of the California Board of Accountancy;
- a notary public;
- a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and,
- a person who is currently employed or under contract to the Association for any compensable services.

**3.2** Prior to the secret ballots being mailed to all of the owners, the inspectors of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be Fidelity Management Services, Inc.

**3.3** The inspectors of election shall also do all of the following:

- Determine the number of members entitled to vote and the voting power of each.
- Determine authenticity, validity, and effect of proxies, if any;
- Receive ballots;
- Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- Count and tabulate all votes;
- Determine when the polls shall close;
- Determine the result of the election;
- Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

**3.4** An inspector of election shall perform his or her duties impartially, in good faith to the best of his or her ability, and as expeditiously as is practical, The decision or act of a majority shall be effective in all respects as the decision or act of all.

**3.5** Any report made by the inspector or inspectors of election is *prima facie* evidence of the facts stated in the report.

**3.6** The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

4. Secret Ballot Procedure; Record Date.

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

4.2 Ballots must ensure the confidentiality of the voters.

- A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot;
- The ballot may not require the signature of the voter;
- The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or unit number that entitles him or her to vote. The second envelope is addressed to the inspectors of election who will be tallying the votes. Failure to do so will invalidate the ballot and member's vote

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

4.4 A member may request a receipt for delivery.

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

5. Campaigning.

5.1 All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web Sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

5.2 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

6. Handling of Ballots.

6.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such unit/lot. The first secret ballot received for any unit/lot shall be the ballot which is counted. Any subsequent ballots for the same unit / lot which are received shall be deemed invalid and shall be discarded.

6.2 The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the

inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspectors of election the ballots shall be transferred to Fidelity Management Services, Inc., for safe keeping.

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

6.4 After tabulation, election ballots shall be stored by Fidelity Management Services, Inc. in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, Fidelity Management Services, Inc. shall, upon written request, make the ballots available for inspection and review by members or their authorized representative. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

7. Tabulation of Votes; Quorum Requirement.

7.1 All votes shall be counted and tabulated by the inspectors of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.

7.2 The inspectors of election shall confirm that no more than one ballot was returned for each unit / lot.

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

7.4 In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners.

8. Announcement of Results.

8.1 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

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

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

9. Other Voting / Campaign Issues.

9.1 There are 200 units in the Association, but owners whose voting rights have been suspended in accordance with the Association's Governing Documents after notice and hearing shall not be entitled to vote.

9.2 Cumulative voting is permitted by the Association's Bylaws.

9.3 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, "including the photograph or prominently

featuring the name of a candidate on a communication” from the association (except the ballot and voting materials and equal access communications sent pursuant to the Section, above, entitled “Campaigning”).