

133 Promenade Walk Corporation

Community Rules

Adopted Revised Rules April 30, 2023

Introduction

The Community Rules established for Promenade Walk are intended to foster an environment of neighborliness, consideration and cooperation. All owners, residents and their guests are required to follow these Rules as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws.

Living in a mixed use community with both residential and retail uses occurring in close proximity has the benefit of allowing Owners to live and work or shop in the same environment. All retail uses in Promenade Walk will be confined to the Commercial Condominiums shown on the Condominium Plan. However, impacts from these commercial uses may be evident throughout the community. For residents in Promenade Walk, living in close proximity to these Commercial Condominiums will affect day-to-day living experiences. Residents will experience more noise, smells and general traffic than they may be accustomed to in a typical residential neighborhood where commercial uses are located in a separate area. Residents in Promenade Walk appreciate the value of living in a mixed use community and acknowledge that the impacts from the commercial uses are outweighed by the value of living in such an exciting environment. To ensure the continued value and enjoyment of Promenade Walk, there are use restrictions which govern the residential and commercial Owners within the community.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe at Promenade Walk.

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Animals:

1. Pets are to be confined to units and must be on a leash at all times when in the common areas. Pets are never to be left unattended on patios or balconies at any time.
2. Residents may not have more than two (2) dogs or two (2) cats or any combination thereof.
3. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.
4. Pet owners must pick up after their pets on all community property including, but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.
5. No pets are permitted to roam in the common areas.
6. Animals may not be raised, bred or kept for any commercial purposes.
7. The Board may require problem pets to attend behavioral modification training.
8. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a nuisance to other owners.

Architectural Guidelines and Procedures:

Plan Submittal and Procedure:

1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted with the "Application for Architectural Approval" at least 60 days in advance of the anticipated start of the project. All plans must be "as-built/approved by the Long Beach Building Department, wet stamped by a licensed structural engineer or an AIA licensed Architect.
2. All technical and engineering matters are the responsibility of the owner.
3. After the plans are received by the Association, the ARC will review the request. . If the plans are incomplete, the ARC will advise the owner of the steps needed to submit complete plans. If the plans are complete, the ARC will either approve or deny the request.
4. If plans are approved, homeowner may proceed with the project as specified in the letter of approval. No work may proceed without the express (written) approval of the ARC.
5. The ARC may reject plans which do not meet the requirements of the Governing Documents or any guidelines. Plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 30 days if changes are substantial. If plans are rejected, the Owner has the right to have the Architectural Review Committee's decision reviewed by the Board of Directors at the next regularly scheduled Board Meeting.

Fees and Deposits:

If the ARC needs to retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant. Additional deposits for certain types of improvements may be required 30 days in advance. Owners will be advised in advance of incurring any costs and have the right to rescind their request.

Building Permits:

1. Permits are required for any construction involving, but not limited to, electrical, plumbing, the removal or relocation of a wall. Owners are responsible to ensure that any and all permits required by the City of Long Beach are obtained. The Association is not qualified nor obligated to advise owners on City permit requirements.
2. Permits must be obtained from the City of Long Beach and copies of these permits must be submitted to the ARC prior to the commencement of any work. All permits must be signed off and closed after work is completed.
3. The Association is not responsible for ensuring the permit obtained by the Homeowner covers all of the work being performed.

Contractor Guidelines:

1. All contractors must adhere to the general rules and hours of construction.
2. Owners are responsible for ensuring that all sub contractors and workers are informed of and follow the proper procedures.
3. All contractors must provide proof of a valid, current Contractors license; general liability; Workmen's Compensation and vehicle liability insurances. Copies of Certificates must be on file in the Manager's Office prior to the commencement of any work.
4. All Owners are responsible for any damage caused by their contractor, any subcontractors, or their employees.
5. Owners are required to obtain a temporary elevator code from the Manager's Office for their contractor, subcontractors or their employees use while during work in the building. Owners may not give out their personal code for this purpose.

Fire and Life Safety Systems:

1. Contractors or owners must not remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in the unit or the common areas.
2. If spray paint or sanding work might set off the smoke detectors or fire sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day. A fine of \$250 will be charged for each smoke detector or fire sprinkler left covered overnight. Fire exits and

hallways must not be blocked. A fine of \$250 will be charged for blocking fire exits.

Flooring Changes:

1. Except for those hard surface floors installed by Declarant as part of the original construction of the Project, no Owner shall install any hard surface flooring (including without limitation tile or hardwood floors) or replace any flooring with any hard surface flooring without first submitting a modification request in conformance with the architectural modification rules and procedures and without obtaining express approval from the Association.
2. All hard surface flooring installed after Declarant shall conform to the UBC standards for sound transmission or such higher standards the Association may impose. Further, the ARC may require material samples and specifications as a part of their review process.
3. All submissions to the ARC for flooring modifications must meet the requirements of the Architectural Modification Rules and must clearly state the materials, composition, thickness and underlayment proposed.
4. STC and impact insulation class must be a minimum of 55 for wood or tile.
5. STC and impact insulation class will be approximately 57 for carpet and pad.

General Guidelines:

1. You may not modify, alter, build or construct any improvements in your unit or exclusive use without following the Architectural Guidelines and Procedures. If you are unsure as to whether approval is required, you may contact the Association office for clarification.
2. The Association has 30 days from submission of all required items to approve or deny any application. All approvals or denials must be in writing.
3. Any electrical or plumbing work must be submitted to the ARC prior to the commencement of any work and must be performed by a licensed contractor.
4. Any changes that might increase the structural load must be submitted to a structural engineer and approved by the ARC. These items include, but are not limited to, flooring changes (e.g. ceramic tile, marble, granite, hard wood, etc.)
5. Any changes to any of the entry door hardware must be approved prior to installation.

6. Please refer to the Association Rules and CC&Rs for further restrictions.

Hours of Construction:

Painters not disturbing others with noise have no stopping time. Noisy work must stop daily at 6:00 p.m. If city or local ordinances regarding hours of construction/noise differ than stated above, the more restrictive hours will prevail.

Monday - Friday: Access to building is 7:30 a.m. and work may begin at 8:00 a.m.

Saturday: Access to building is 8:30 a.m. and work may begin at 9:00 a.m.

Sunday: Noisy work is prohibited.

Inspections:

The Association management, Board of Directors and/or ARC members periodically inspect construction work to ensure compliance with the requirements of the Association, the Contractor's Procedures and governmental agencies.

The Association and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor. Copies of inspection sign-off(s) by the City of Long Beach Planning Inspectors shall be provided to management.

Liability:

Any damage resulting from work being performed in a unit will be billed to the unit owner.

Modification:

Any modifications that may impact sound levels in other units must be submitted with an "Application for Architectural Approval", reviewed by a sound engineer, at the Board's discretion and approved by the ARC.

Supervision:

The owner must supply supervision for any major renovation involving demolition, relocation or removal of walls or any other major alteration.

Tools and Equipment:

Tools and equipment are to be used and stored in the unit or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials that are left in the common area.

Trash and Debris:

The contractor is responsible for removal of all remodeling debris, including but not limited to appliances, cabinetry, carpet and padding, toilets and other fixtures, and other trash from the building. Trash and debris must not be thrown into the trash chutes or placed in the Association's trash bins.

Utility Shutdowns:

If utilities need to be shut down for work in the unit, the contractor and/or owner must coordinate a date with management at least one week prior to the proposed shutdown date. If the Association's plumber or staff time is needed, the owner will be billed for the cost. In the event of an unanticipated shut off, the Owner must immediately contact management and/or any impacted owner(s) advising of the shut off and the anticipated restoration of service.

Work Location:

All work must be accomplished within the unit. The use of common area electricity and Association tools and equipment is prohibited and subject to fines. Workmen cannot use their equipment in the garage or other common area. Tools and equipment must be stored in the unit or removed from the building each night. Sawing, cutting, use of power tools or any activity which results in noise or debris is not permitted in the common area.

Loading Facilities:

Loading and unloading shall be performed in a Designated Loading Easement Area (Exhibit "F" in the Declaration of Covenants, Conditions and Restrictions {CC&Rs}). As required by the City's ordinances for Downtown Planned Development District, all product loading and service areas shall be screened from public view from a public right-of-way.

Balcony/ Patio:

1. Residents must maintain their Patio/Balcony area in a neat and attractive manner. Cigarette butts, ashtrays, cans, cups, water bottles/ jugs (empty or full), brooms, mops or any type of trash is not permitted to be left on the patio/ balcony area at any time.
2. Clothes, rugs or any other type of similar material may not be hung on Patios/Balconies or railings. Drying or laundering of clothes or any other items is not permitted on any balcony/deck/terrace area or Association property.
3. Patio/Balconies may not be used for storage of any kind.
4. Coolers or any other type of storage containers are not permitted to be left on the patio/ balcony area at any time.
5. All furniture must be appropriate outdoor patio furniture and must have protective leg caps to prevent damage to the deck surface.
6. All umbrellas, furnishings, equipment and furniture must be of neutral color harmonious with and not in conflict with the color scheme of the exterior walls of the Building.
7. Awnings, ornamental screens or sunshades are not permitted unless expressly approved by the Association.
8. Bicycles, toys, surfboards and exercise equipment shall not be left on patios/balconies at any time.
9. Residents may not interfere with the drainage pattern or alter the surface on the patio/balconies.
10. Live plants or plant material must have appropriate drainage saucers. Plants or plant material is limited to a reasonable number as determined by the Board of Directors. Any plants or plant material that is determined to cause damage to the common area must be removed at the homeowner's expense. All vegetation must be within the exclusive use patio/balcony area and may not extend beyond the railings, fences or walls. Plants or plant material may not be used to enclose the patio/balcony area.
11. Pets may not be left unattended on the patio/balcony areas. Any pet waste must be removed immediately and may not be permitted to accumulate.
12. Owners must insure the drain on the patio/balcony remains free and clear of all debris and does not become clogged.

13. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls or any other portion of the exclusive use patio/balcony area.
14. Hanging screens, banners, wind chimes and any other accouterment (other than plants), which may be visible from any other Residential Units or the Common area, are not permitted in the exclusive use patio/balcony area.
15. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.
16. The Board and ARC reserve the right to restrict any item from being placed on the Patio/Balcony.
17. The use of free standing propane fire pits is allowed so long as smoke does not cause damage or staining of the building and is not a nuisance to other Units. Only one fire pit is allowed per Residential Unit.
18. Adequately charged fire extinguishers must be readily accessible to fire pits.

Barbeque Restrictions:

1. Only portable propane gas or portable electric barbeques are permitted and homeowners are limited to one (1) per household. Permanent barbeques are not permitted.
2. Barbeques must be maintained in a neat and attractive manner.
3. Barbeques must have a storage area with a cabinet for the propane tank. Exposed propane tanks are prohibited.
4. All barbeques must have an appropriate cover when not in use. The cover must be specifically made for BBQs and must be either black or neutral in color.
5. All residents operating a barbeque are fully liable and responsible for its use, care and maintenance.
6. Barbeque may not cause damage to deck flooring or any other portion of the common or exclusive use common area.
7. The Board reserves the right to prohibit any type of barbeque the Board deems a nuisance or liability.
8. Only portable propane gas or portable electric barbeques are permitted and homeowners are limited to one (1) per household. Permanent barbeques are not permitted.

Bicycle Storage Room:

1. A total of 90 assigned bicycle storage spaces are available.
2. Bicycle storage is only available to homeowners in good standing and spaces will be assigned on a first come first served basis (as noted below).
3. Any homeowner who loses their good standing with the association also loses their assigned bicycle storage spaces (or their place in line for the next available bicycle storage space) and cannot re-apply for bicycle storage spaces until they have returned their HOA status to good standing.
4. All bicycles must be parked with the front wheel in the bicycle rack.
5. All bicycle storage spaces are individually assigned, and any bicycle improperly parked in a space not assigned to them, are subject to immediate removal and disposal.
6. All bicycles must be maintained in good working order.
7. Assigned bicycle storage spaces shall not be leased, transferred or assigned.
8. Assigned bicycle storage spaces do not transfer with the unit and terminate upon sale or transfer of a unit. The new homeowner must apply for assigned bicycle storage spaces.
9. Each unit may have no more than 2 assigned bicycle spaces.

Priority for bicycle storage spaces shall be given to those homeowners who have returned completed homeowner information forms, vehicle information forms and a copy of their Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment). Should any homeowner not be in good standing with the HOA, or fail to provide a current copy of their homeowners insurance policy renewal each year (with the requisite minimum \$300K liability coverage), the HOA has the right to revoke bike storage privileges and remove bikes after the homeowner has been called to a hearing. Accordingly, homeowners who may want bike storage in the future are urged to turn in all of their requested paperwork and a copy of their Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment) and keep them current, in order so that they will be maintained in order on a wait list for bicycle storage.

Clubroom, HOA Promenade Patio and Fireside Patio:

Facility Hours: 9:00 AM to 11:00 PM - Sunday through Thursday
9:00 AM to 12:00 Midnight — Fridays and Saturdays

The Clubroom, HOA Promenade Patio and Fireside Patio are open to all Members of the Association who are in good standing. Residents must use their own key fobs and are not permitted at any time to loan their key fobs to other residents or grant access to the Clubroom to other residents. Homeowners who are not in good standing have had their key fob access deactivated. Interference with such restrictions (i.e. letting others into common area facilities) is subject to violation notices and or fines. Each homeowner is responsible for their actions, and the actions of their guests, tenants and/or invitees. Functions with 10 or more in attendance require a reservation for use of the Facility as a private function.

Reservations and Use Restrictions — Clubroom, HOA Promenade Patio and Fireside Patio

1. Reservation requests exceeding four (4) hours must be approved by the Board of Directors or management and will require a second exclusive use reservation fee and security deposit. Homeowners may reserve The Clubroom for private events. The HOA Promenade Patio and/ or the fireside patio area can also be reserved with the Clubroom; however, the HOA Promenade Patio and the fireside patio area cannot be reserved separately. Reservation Restrictions apply for weekend Reservations (Fridays, Saturdays, and Sundays); wherein, Homeowners may not exceed six (6) weekend Reservations within a calendar year. Our goal is to make the clubroom available for an exclusive use reservation to as many people as possible. Only one (1) reservation at a time is allowed.
2. Reservations must be made and confirmed through the On-site Management Office at least 72 hours in advance of the event. When making your Reservation be sure to submit the Clubroom Reservation Request Form along with a copy of your Condominium Unit Liability Insurance Policy with a minimum of \$300K liability limit (Declaration sheet and proof of payment); one Check made payable to 133 Promenade Walk Corporation for the Deposit; and a separate check also made payable to 133 Promenade Walk Corporation for the reservation fee. All of the aforementioned reservation requirements must be submitted as one package and the reservation time will not be considered confirmed until all reservation requirements have been met. Please refer to the Reservation Fee Schedule for all required Deposit and Fee amounts.
3. The Facility may not be reserved for private events on the following Holidays: Thanksgiving Day / December 24 (Christmas Eve)/ December 25 (Christmas Day) / December 31 (New Years Eve) / January 1 (New Years Day) / Super Bowl Sunday / July 4th (Independence Day)

4. The homeowner reserving the Facility must be in attendance at the event, with the exception that; homeowners who have leased their separate interest to a residential tenant have also assigned their rights for use of the common interest facilities to said tenant; therefore, only the tenant need be present at the event.
5. Association assumes no liability regarding the consumption of alcoholic beverages.
6. The Clubroom may not be used or rented for business or profit related events or purposes.
7. All trash must be removed from the Clubroom and the Clubroom Private Event Check-off List returned to the Management Office within a Y2 hour after the conclusion of the reservation block of time. Reservations must end at least a 1/2 hour prior to the closure time of the club room to ensure adequate time for cleaning. It is the unit owner's responsibility to clean up after their guests and to fully clean the area reserved for exclusive use. Those who do not fully clean up after their event will be charged \$75 per hour (1 hour minimum) for janitorial services. Photos will be taken by the janitorial staff after the event to support the condition that the room was left in. Photos will be provided upon request at the unit owner's cost.

General Rules — Clubroom, HOA Promenade Patio and Fireside Patio

1. Amplified sound systems are not permitted on the fireside patio at any time. Amplified sound systems and/or live entertainment are permitted on the HOA Promenade Patio or the Clubroom, if the roll down patio doors are kept closed. Amplified sound systems and/or live entertainment used on the HOA Promenade Patio must be kept at a minimal level and not interfere with the retail unit or surrounding neighbors and residents.
2. Homeowners reserving the Clubroom only must keep the roll down doors to the patio closed at all times during the event to minimize sound disturbance to surrounding residential units and to reduce energy bills. Board approval must be obtained in advance for the roll down doors to be open at any time.
3. Homeowners are responsible for the restitution of any damages sustained to the Facility or its furnishings resulting from use, neglect or vandalism. The Association shall make any necessary repairs and bill the responsible homeowner for all costs incurred in the process.
4. The Board of Directors shall review the circumstances under which any damage occurred and reserves the right to call the responsible homeowner to a Rules Violation Hearing if further action is necessary to ensure compliance to the governing documents of the Corporation.
5. No smoking or barbequing permitted in the Clubroom, HOA Promenade Patio or the Fireside Patio at any time.

6. No pets permitted in the Clubroom at any time. Pets may be in the adjacent HOA Promenade Patio or fireside patio area, provided that they are leashed and not allowed to climb or sit on the patio furniture.
7. Sound amplification (permitted in the Clubroom or HOA Promenade Patio only) must not interfere with the use or enjoyment of individual condominium units.
8. The occupancy of the Clubroom and /or HOA Promenade patio and fireside patio cannot exceed the rating by City Ordinance (81 persons).
9. The perimeter gates and doors and the club room doors cannot be propped open for any reason at any time. If a violation of this nature occurs, the reservationist forfeits the \$250.00 Security Deposit and any cleaning charges or damage fees will be charged to the homeowners account (in addition to the forfeiture of the \$250 security deposit).

Clubroom and Fireside Patio Reservation Fee Schedule

Clubroom / Patio Reservation Fee / 4 hour events:	\$100.00
Refundable security deposit:	\$250.00
	(Separate check required)

All checks made payable to: 133 Promenade Walk Corporation

Commercial Unit and Shopkeeper Units Use Restrictions:

1. Prohibited Uses. The Commercial Unit and Shopkeeper Units, including all respective work areas, shall be used solely for businesses or commercial enterprise as outlined in the governing documents of the Corporation and Agency Agreement. The Commercial Unit or the Shopkeeper Units may not be used as livable space for any activity or purpose considered by the Board to pose a safety hazard or health risk within the Project, including, but not limited to, all the uses listed in the governing documents and Agency Agreement.
2. Residential Condominium Units (Shopkeeper): Shopkeeper spaces may not be rented or leased, except in conjunction with the rental or lease of the entire Residential Condominium Unit in which the Shopkeeper Space is located. Shopkeeper units may be used to conduct home-based businesses in accordance with the Declaration of Covenants, Conditions and Restrictions (CC&Rs).
3. Trash. Retail Condominium units need to maintain its own separate sanitary trash containers located in the Exclusive Use Corporation Property trash area described and/or depicted in the Condominium Plan for the Retail Condominium Units. As required by the City, the trash containers shall be screened from public view on all sides. Shopkeepers must deposit all trash in designated sanitary trash containers in common trash areas within the Corporation Property. The Commercial Condominium Unit must maintain its own separate sanitary trash containers located in the Exclusive Use Corporation Property trash area as described and/or depicted in the Condominium Plan for the Commercial Condominium Unit. Shopkeeper Units must deposit all trash in the designated Common Area Trash Room on the South Building.

Fire Safety Devices:

1. **Smoke Detectors:** Each Owner must maintain the smoke detector, alarms and horns installed in his or her Unit. The smoke detectors are hardwired into the electrical system with battery back-up. As part of this maintenance, you must replace all smoke detector batteries regularly.
2. **Fire Sprinklers:** Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Unit. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Unit, your personal property, the Common Area, the Association Property, and the residences adjacent to yours. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not permitted to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler.
3. **Fire Alarm System:** Owners and their guests are prohibited from tampering with the fire alarm system which includes, but is not limited to: smoke detectors, heat detectors, flow switches and tamper switches, etc. Disconnecting the horn in any Unit to the fire alarm system is against the law and will affect the operation of the horns in other Residences in the community. Owners will be held liable for any incidents arising out of tampering with a fire sprinkler device. If you notice anything irregular about the fire alarm system in the community, you should notify the Association immediately.

Fitness and Yoga Facility Rules

1. Hours of the Fitness/Yoga Facility are daily, 5:00 a.m. to 12:00 a.m.
2. The Fitness/Yoga Facility is open to all Members of the Association who are in good standing.
3. All residents and homeowners are required to use their access device and may not block open doors. Residents must use their own key fobs and are not permitted at any time to loan their key fobs to other residents or grant access to the Fitness/Yoga Facility to other residents. Homeowners who are not in good standing have had their key fob access deactivated. Interference with such restrictions (i.e. letting others into common area facilities) is subject to violation notices and or fines. By using the Association's fitness/yoga room, the resident agrees to provide identification and proof of residency if asked by an association representative or an employee of the Association.
4. An owner, who has assigned their rights to a tenant, and does not otherwise reside in the property, is not eligible to use the fitness/yoga room or other association amenities.
5. Each unit is entitled to bring no more than two (2) guests into the fitness/yoga room at any time. Residents must stay with guests while they are using the exercise room. Unattended use of the Association's facilities by guests is prohibited.
6. Appropriate clothing is to be worn when entering and using the association's fitness/yoga room. This includes proper shoes (bare feet, sandals and open toed shoes are not allowed) and proper clothing (wet swimming suits or trunks are not allowed).
7. Towels are to be carried at all times and any body fluids should be wiped up off of equipment following use.
8. Weights and other equipment are to be returned to racks or other appropriate location following use.
9. No dropping or clanking of weights or horseplay is permitted in the fitness/yoga room at any time.
10. Each member must utilize head phones when listening to music. Radios and the like are not permitted. All radio, cassette or CD players must be battery operated.

General Rules:

1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property.
2. Residents shall not place items into the trash chutes that will cause blockages. Bag and tie all domestic trash before disposing of same in the Trash Chute. Residents must promptly clean up any spills or leakage in the common areas.
3. Residents may not dispose of any toxic or flammable substances down the Trash Chutes or in the Trash Rooms. This includes but is not limited to, fluorescent light bulbs or other light bulbs containing CF's.
4. Boxes must be broken down completely before disposing of them in the First Floor/Tribune Court Association Trash Rooms. Boxes may not be put down the Trash Chutes.
5. Water beds are not permitted and aquariums or other containers holding thirty (30) or more gallons of water are not permitted.
6. Water supply, sewage disposal or other water softener systems are not permitted unless such system is designed, located, constructed and equipped in accordance with the local water district, the City, the Board and any other governmental authorities with jurisdiction.
7. Owners and Invitees are not permitted for any reason whatsoever to enter upon or attempt to enter upon the roof of the buildings or any other portion of the Common Area used by the Association for-maintenance or other purposes. This includes all utility closets and rooms.
8. Owners shall not have an easement for light, air or view over the Residential Unit of another Owner and no diminution of light, air or view by any building or Improvement now existing or hereafter. Owners are encouraged to take into consideration their neighbors' view when refurbishing and decorating their patio or balcony areas.
9. Bicycles must be stored in the appropriate location pre-determined by the Association. They may not be chained or otherwise connected to any fence, storage cabinet or any other non approved location.
10. Flags of the United States need not be submitted for Architectural approval provided they are made of fabric, cloth or paper displayed from a staff or pole within the Unit, including a window, or on a tripod within the Exclusive Use patio/balcony area.

11. Each Owner shall have the right, at his or her sole cost and expense, to maintain, repair, paint, paper, panel plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Residential Unit, and the surfaces of the bearing walls and partitions located within the Residential Unit, subject to the Owner complying with any restrictions or limitations set forth in the Governing Documents and, obtaining any required approval. Please refer to the Architectural Review Guidelines.
12. The Association is not responsible for any lost, stolen or vandalized property of any Owner, Resident or Guest.

Hiring of Current or Former Employees of Association Rule

Maintaining a safe environment and minimizing the exposure to liability for both the Association and Unit Owners is a priority for the Association. Workplace violence, in particular, has become a major concern for employers and employees in today's world. This concern is heightened when a current or former employee is hired by a Unit Owner to provide on-site services. Similarly, the Association is concerned about potential legal liability, workers compensation issues, and health insurance costs arising from a current employee providing services to a Unit Owner.

In an effort to address these concerns adequately, and to minimize the risks to the Unit Owners and the Association, a Unit Owner shall not hire a current or former employee of the Association to provide any on-site work for the Unit Owner, regardless of the nature of the work.

If a Unit Owner violates this Rule by hiring a current or former employee of the Association to provide any on-site work for the Unit Owner, the Board of Directors will hold a hearing and levy fines in accordance with the Association's current Violation and Fine Procedure. The Association is also entitled to pursue other enforcement options, as provided by the Association's Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements ("CC&Rs").

Holiday Decorations:

1. All decorations are permitted up to 15 days prior to the holiday and must be removed within 7 days after the holiday. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th.
2. Wreaths or other similar type of decorations may be placed on front doors and remain as long as they are attractive and in good condition. All wreaths or other similar type of decorations must be placed on the door with a wreath hanger.
3. Holiday decorations must only be displayed from inside the Unit. No Owner may place holiday decorations in the Common Area or Association Property structures or landscape other than within such Owner's Exclusive Use Area. Owners may not puncture, penetrate or damage the building, trim or doors.
4. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage. Each Owner is liable to the Association for any damage to the Common Area or Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees or any Resident of his or her Unit.
5. Homeowners should be considerate of their neighbors when decorating for holidays.
6. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

Licensed and Insured Contractors and Vendors Rule

The Board of Directors of the Association has determined that the use of unlicensed contractors may have a significant impact on the safety and integrity of the Association's Common Area. In selecting a contractor to perform work on a Unit or Common Area appurtenant to a Unit, it is important for each Unit Owner to realize that it is imperative that he/she hire a contractor that is properly licensed and insured.

In order to avoid damage to the Common Area, to protect the integrity of the structures, and to mitigate potential problems and exposure to liability, only properly licensed and insured contractors and vendors are permitted to repair, replace, remodel, alter, improve, modify, or oversee alterations to a Unit or Common Area component. The Association reserves the right to ban an otherwise licensed and insured contractor or vendor from the premises should the Board of Directors determine that the contractor or vendor is unsafe, unreliable, unqualified or has a history of violating the Association's rules and regulations.

If a Unit Owner violates this Rule by hiring a contractor or vendor who is not properly licensed and insured, the Board will hold a hearing and levy fines in accordance with the Association's current Violation and Fine Procedure. The Association is also entitled to pursue other enforcement options, as provided by the Association's Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements ("CC&Rs").

Move In and Move Out Guidelines

Prior to your move to insure proper scheduling and availability of the elevator designated for your move, please contact the Manager at your earliest opportunity to reserve a time(s) for your move in. At that time, you should review any-questions that you might have regarding these Move-In and Move Out procedures.

Fees, Deposits, and Other Charges:

A non-refundable fee of \$75 is required for all move-ins and move-outs, to defray the administrative expenses incurred by the Association. The fee is due five (5) working days prior to the move-in or move-out. Owners are responsible for the move-in/move-out fees incurred by tenants/lessees.

A fully refundable deposit of \$500 is also required. This deposit is applicable to all damage, repair, cleaning, losses or other liabilities incurred as a result of the move. Additionally, you are responsible for the cost of any damage, repair, cleaning, losses or other liabilities that-may exceed the amount of the deposit. Deposits will be refunded less any applicable deductions.

At the time you schedule your move, you must sign the Move-In/Move Out Agreement stating that you understand that the NON-REFUNDABLE FEE and the FULLY REFUNDABLE DEPOSIT must be delivered five (5) working days prior to the Move.

AN ADDITIONAL CHARGE OF FIVE HUNDRED DOLLARS (\$500) WILL BE LEVIED IF A MOVER, OWNER OR RESIDENT ATTEMPTS TO BEGIN A MOVE IN/OUT WITHOUT A PRIOR RESERVATION. HOMEOWNERS ARE RESPONSIBLE FOR COORDINATING ALL TENANT RESERVATIONS

Times you may move:

Move-in/Move-outs will be conducted between 8 a.m. and 8 p.m. daily, Monday through Sunday, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur, Rosh Hashanah, and Christmas Day.

An appointment to schedule a move-in or move-out of the building must be made fourteen (14) working days in advance of the move to ensure that no other moves are scheduled for the same timeframe and to ensure that protective pads are hung in the elevator cab. Elevators cannot be exclusively reserved for moving arrangements; however, arrangements can be made through the Management Office for large item moves or special requirements wherein the elevator operation must be controlled. Please call management to schedule special needs moves and deliveries. Unscheduled moves will not be allowed use of the elevators and are subject to maximum penalty assessments.

Parking:

If you are using a professional moving company, be sure to inform them that moving vans are prohibited in the Garage. Management recommends that the moving company obtain a Use Permit for the Alley or Broadway Street for your scheduled move. If you have any questions or concerns, please discuss this matter with the on-site Manager PRIOR to the day of your Move.

Your Moving Company:

Please choose your moving company carefully! You, as the Unit Owner or tenant, are fully responsible for any damage done to the Common Area or Association Property during your move. Because of this liability it is important that the moving company carry its own insurance for such damage.

If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call association management a minimum of 48 hours in advance to coordinate the time of arrival and to insure availability of the designated elevator. Owners who wish to move in without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the elevator seven (7) days in advance of the move and accompanying the Association's Representative on walk-throughs before and after the move.

IT IS THE MOVER'S RESPONSIBILITY TO ENSURE THAT ELEVATOR CAB PROTECTIVE COVERINGS ARE IN PLACE PRIOR TO BEGINNING THE MOVE. IN THE ABSENCE OF PROTECTIVE COVERINGS, ALL ITEMS MUST BE WRAPPED IN MOVING BLANKETS. NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE. THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

Suggestions for Moving Preparation:

You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

Be sure you know:

- Your Unit Number.
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. THE FINISH ON THE ELEVATOR AND HALLWAY WALLS AND FLOORS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.
- Measure your large items to be sure they fit through the standard door openings and elevators.

After Moving in:

Boxes and Packing Materials:

At the end of the move the hallways and elevator must be cleared of all debris. All trash and debris must be carried off-site on a daily basis by your moving company. The trash dumpsters may not be used for disposing of moving material. Please contact the Property Manager for further details.

Any Owner who disregards this regulation by leaving packing materials and boxes in the hallways will be assessed any cost for removal.

Future Moves/Deliveries:

In the event that you find it necessary to move or have any items delivered that require two (2) or more persons to transport, you must file the Move-In/Move-Out Agreement with the Association prior to such a move or delivery and schedule the delivery/move with the management in advance.

A walk-through before and after the move will be made with the individual or individuals making the move or delivery.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to common areas. Thank you for your efforts and consideration.

Resident Parking:

1. Owners may not park, keep or store on any part of the property or designated parking space any Prohibited Vehicle. Prohibited vehicles are defined as the following:
 - a. Recreational vehicles (e.g. motor homes, travel trailers, camper vans and boats),
 - b. Commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
 - c. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axels,
 - d. Trailers, Aircraft, Boats
 - e. Inoperable vehicles or parts of vehicles.
 - f. Owners may apply for an exception for prohibited vehicles and the Board shall consider such requests on a case-by-case basis.
2. No repair, maintenance or restoration of any vehicle may be conducted in the community.
3. Vehicles parked in any parking space must completely fit between the painted parking lines designated for a parking space.
4. Vehicles not parked in designated parking spaces (i.e. double parked) are subject to immediate tow, without warning, at the owner's expense.
5. Parking Spaces may not be used as storage, living, recreational or business purposes.
6. Designated Disabled Persons' spaces are on a first come first serve basis and cannot be reserved, assigned or deeded.
7. Bicycling, skateboarding, roller skating, rollerblading or playing is not permitted in the Garage.
8. Car Alarms must automatically go turn off after an interval. If a car alarm continues to sound, the Association may, at the owner's expense, take whatever action necessary to stop the noise.
9. Any vehicle parked in stalls assigned to other residents or in any manner that obstructs free traffic flow, constitutes a nuisance or creates a safety hazard may be towed away without notice at the vehicle owner's expense. If another vehicle is parked in your space, you have the right to have the vehicle towed. 133 Promenade Walk Corporation affirms compliance with California Vehicle Code 22658 and LBMC 10.22-160; however, neither the

Corporation of the Managing Agent shall be responsible for towing vehicles from privately owned parking spaces located in the Lower Level Garage. Please feel free to contact the on site office should you need a reference for a towing from your assigned parking space.

10. Vehicles should not leak oil or cause other stains in the parking garage. Any vehicle leaking oil must be removed from the Parking Garage, repaired immediately and the area must be cleaned up. Use of cardboard or other materials to catch oil leaking from vehicles is prohibited. Due to liability and safety issues, the Board reserves the right to have any vehicle removed from the garage at the owner's expense for failure to properly act on a Board notice of vehicle violations including leaking fluids. Said vehicle shall not be allowed to return to the parking garage until said vehicle has been fully repaired and the parking area cleaned up properly.
11. Assigned parking spaces may not be leased, transferred or assigned to any person not a resident. Private parking agreements are solely between the tenant resident(s) and Owner(s) but must be registered with the Association.

Resident Storage:

1. Storage Cabinets shall be used only for the storage of personal property. Items shall not be stored in such a manner so as to block the fire sprinklers, light fixtures, or otherwise create a fire or safety hazard.
2. Storage Cabinets may not be used for the storage of any Hazardous Materials or any other noxious, toxic, flammable or odorous substances.
3. Assigned Storage Units shall not be leased, transferred or assigned to any person not a resident. Private use agreements are solely between the tenant resident(s) and Owner(s) but must be registered with the Association.

Resident Guest Parking Rules and Regulations:

1. Resident guest parking is available to all Members of the Association who are in good standing.
2. Resident guest parking spaces are located on the upper level of the parking structure and are specifically identified.
3. Resident guest parking spaces are available on a first come first serve basis.
4. Residents are issued two license-plate-sized parking placards that must be properly displayed on the dashboard of Guest vehicles parked in Resident Guest parking spaces.
5. Any vehicle parked in a Resident Guest parking space not properly displaying a valid placard may be towed at any time without warning at the vehicle owner's expense. The placard and placard number must be completely visible through the front windshield.
If the placard number is not fully visible, the parking patrol will not be able to verify that the placard is valid, and the parking patrol will have the vehicle towed without warning at the vehicle owner's expense.
6. Residents are never to park their personal vehicles in the Upper Level Resident Guest parking spaces. GUEST PARKING IS FOR GUESTS ONLY! ---- NO EXCEPTIONS. Residents who attempt to park in guest parking will be towed without warning at the vehicle owner's expense even if they are properly displaying a valid placard.
7. Any vehicle parked in a Resident Guest parking space for more the fourteen days in any thirty day period is automatically reclassified to a "resident vehicle" and thus, is subject to tow immediately (even if the vehicle displays a valid parking placard). Please note, "any 30 day period" DOES NOT mean "per calendar month". For example, your guest parks in guest parking from 1/8 — 1/19 & 1/25 — 1/26. If your guest parks in guest parking again before 2/7, their vehicle is subject to tow at the owner's expense without notice.
8. The Promenade Walk Home Owners Association (HOA) is responsible to manage the twenty-five Resident Guest parking spaces. There will be a patrol several times a day, every day, recording license plate numbers. This patrol will also look for improperly parked vehicles in Resident Guest parking spaces and will have such vehicles towed immediately.

9. An outside parking company manages operation of the Public parking spaces on behalf of the Public parking owner. The HOA has NO ability to authorize resident guests to park in public parking if guest parking is full. The HOA urges residents and their guests not to park in public parking at any time as the public parking owner may tow without warning any resident or resident guest vehicle from the public parking spaces. In addition, the public parking owner has the right to tow any vehicle from public parking spaces after the official closure of the public parking garage (2 AM weekends and 1 AM weekdays).
10. It is the residents responsibility to provide and re-obtain guest parking placards to/ from their guests. The replacement cost for lost or damaged Placards is \$100.00 per placard. These placards transfer with the sale of the Unit and, therefore; should be included in the escrow instructions along with the transfer of key fobs and vehicle gate passes.

Special Event Parking:

In order to provide that guest parking be available to as many resident guests as possible, the Association limits residents to no more than two (2) guest vehicles parked in Guest Parking concurrently, unless special event accommodations have been made in advance. Because the Association is limited to twenty five (25) guest parking spaces, it is not feasible that special event parking arrangements can be made for weekends or legally recognized Holidays.

The onsite property manager will make every attempt to accommodate requests for special event guest parking for mid-week events, provided that the Resident notify the Management Office at least seventy two (72) hours in advance of the planned event. If no other resident events requiring additional guest parking have been scheduled for that date, management will generate a special event guest-parking placard for your event. A maximum of ten (10) special event guest parking passes can be obtained for an event providing the aforementioned requirements have been met.

Rental of Residential Unit:

Except for those Units where leasing is prohibited, an Owner shall be entitled to rent the Owner's Condominium for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and their guests or invitees, subject to the following guidelines:

1. All Owners who rent their Condominiums shall submit names and contact numbers for their tenants to management, and keep their off site contact information current and on file with the on site property manager.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
3. A copy of all the Governing Documents shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.
4. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their unit.
5. No Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

Satellite Installation Policy:

A master satellite system is provided by the Association. Owners are encouraged to use the master system. If an owner wishes to install an individual satellite dish a request must be submitted in writing to the Board of Directors Any individual satellite dishes should be placed out of view to the extent possible.

Signs:

1. One (1) sign advertising the home for sale or lease is permitted provided the sign is not larger than eighteen inches (18") by thirty inches (30") in size.
2. After a property has closed escrow, the sign must be removed within fifteen (15) days.
3. Only professional signs are permitted. All city ordinances and restrictions on signs must be adhered to.
4. Signs must be placed inside window.
5. One (1) address sign is permitted per home.

Sound Attenuation:

1. Residents can expect to hear reasonable amounts of noise or sounds from the surrounding community and units; however, Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents. Homeowners should be considerate of their neighbors and should not cause unnecessary noise.
2. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents, including, but not limited to:
 - a. Puncturing, piercing or otherwise altering any walls shared with another residence. No penetration is allowed.
 - b. Installing any sound system, stereo speakers or other entertainment system on any walls or ceiling of an attached residence.
 - c. Installing any tile or other hard surface flooring on the upper levels of any attached residence without the prior written approval of the Architectural Committee or Board.
3. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
 - a. Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform
 - b. Pianos shall have at least 2 inch neoprene sound attenuation pads under the supports to minimize vibration transmission into the structure
 - c. All furniture shall contain rubber castors or felt pads.
4. Any complaints regarding noises must be submitted in writing to the Board of Directors. Complaints regarding noise may be subject to the Internal Dispute Resolution Policy.

Water Intrusion Policy (Insurance, Allocation of Responsibility, Deductibles):

The Board of Directors of 133 Promenade Walk Corporation ("Association") has established this water intrusion policy to clarify the respective responsibilities of the Association and the individual Unit Owners for repairing damage caused by water leaks, provide a procedure for reporting and repairing water leaks, allocate insurance deductibles, and control insurance costs.

Source of Water

Water intrusion may result from a roof leak, a leaking pipe in Common Property, or a leak in an angle stop, automatic icemaker, or other source within a Unit. Water intrusion may even result from an overflowing plumbing fixture. However, the source of the water, whether a Common Property pipe or a fixture within a Unit, does not generally determine responsibility for repair of water damage.

The actual location of the damage, whether it is to Common Property or a Unit, generally determines who is responsible to contract for the repairs and to pay for them.

Damage to Common Property

The Association will be responsible to contract and pay for repairing damage to Common Property caused by water intrusion. Common Property generally includes: perimeter and bearing walls, including drywall, columns, beams, unfinished floors and floor slabs in the residential units, unfinished ceilings, roofs, and all gas, water and waste pipes, all sewers, all ducts, chutes, flues, conduits, wires and other utility installations (except the outlets thereof when located within the Units and telephone wiring exclusively serving a Unit). Common Property is more specifically defined in Article I, Sections 13 and 18 of the CC&Rs and in the recorded Condominium Plan.

The Association's insurance policy covers water intrusion damage from covered causes, subject to a deductible. The Board of Directors has the sole discretion as to whether to submit a claim for Common Property damage to the insurer.

Where damage is solely to Common Property, the Association will be responsible to satisfy the deductible.

If an Owner's negligence caused the water intrusion, or made the damage worse (i.e., by failing to report an ongoing leak), the Association may seek to recover the cost of repairing Common Property from that Owner in the form of a Compliance Assessment, following notice and hearing, in accordance with the Governing Documents of the Association and the California Civil Code. Owners are also liable to the Association for damage caused by the improper installation or maintenance of any element the Owner is responsible to

maintain. (CC&Rs at Article VII, Section 5 and Article X, Sections 4 and 6). The Association is not obligated to make an insurance claim before seeking to recover from an Owner any amount up to the amount of the deductible.

If the damage to Common Property was caused by a third party (that is, neither the Association nor an Owner), the Association or its insurance company may seek to recover the cost of repairs from the third party.

Damage to Units

Owners are responsible to contract and pay for damage to their Units caused by water intrusion. Elements of the Units generally include floor coverings (i.e., carpet, wood or laminate flooring), wall coverings, cabinets and other fixtures. Units do not include bearing walls, or pipes or wiring, except for outlets within Units. The elements of the Retail and Residential Condominium Units are fully described in Article III, Sections 1 and 2 of the CC&Rs.

However, the Association's insurance policy provides coverage to repair portions of the Residential Units consisting of the fixtures, built-in and set-in appliances, cabinets and initial basic floor coverings, if the damage is from covered causes. (CC&Rs, Article XVI, Section 1(a)). Therefore, if there is insurance, the insurance policy may provide some funds to repair and replace fixtures within Units, subject to the deductible.

If damage is not covered by insurance, and if the damage was caused by the Association's negligence, Owners may request the Association to reimburse them for the cost of repairing damage to Units. The Association will consider such requests on a case by case basis.

Where damage to a Unit is covered by the Association's insurance, the Association's insurance company will adjust the claim for damages. Owners are expected to cooperate with the Association and the insurance company while the claim is investigated. Ordinarily, the insurance company will estimate the cost of repairing the damage, based on its investigation. The amount to be paid for repair and replacement of portions of the Unit covered by insurance will generally be based on the insurance company's estimate, but in any case the Board has the final authority to determine this amount. The insurance company will make payments directly to the Association, and Association will disburse funds as appropriate to Owners. (CC&Rs, Article XVI, Section 6).

Owners are allowed to select their own contractors to repair and replace damaged elements in their Units. However, Owners must use licensed contractors for work requiring a license, and must obtain all required building permits from the City of Long Beach.

If both Common Property and portions of the Unit are damaged, as is often the case, Owners are expected to cooperate with the Association in performing repairs. The Association will cooperate with Owners, but Owners must allow the Association and its contractors access to perform repairs. The Association has the right to enter Units on

reasonable notice, or without notice if there is an emergency. (CC&Rs, Article VI, Sections 9 and 10). In repairing Unit elements, Owners may wish to consider using the same contractors that the Association uses for Common Property repairs.

Deductibles

The Association will be responsible for the deductible amount when insurance payments are made for damage to Common Property. Owners will be responsible for the deductible amount when insurance payments are made for damage to Unit elements. Owners will be expected to pay contractors the deductible amount directly.

Where both Common Property and elements of a Unit are damaged, payment of the deductible will be apportioned between the Association and the Owner based on the estimate on which the insurance payment is based. (For example, suppose the total damage is \$40,000; damage to the Unit is \$10,000; damage to Common Property is \$30,000, and the deductible is \$10,000. The insurance company will write a check for \$30,000 to the Association. The Association will pay 25%, or \$7,500 to the Owner, and the Owner will pay the contractor \$2,500 for the Owner's share of the deductible.)

Avoiding Water Intrusion and Reporting it When it Happens

Owners should immediately report any evidence of water intrusion or a water leak to Association management. If the water is noted during non-business hours, Owners should call management's 24 hour emergency number. Owners must cooperate with each other and the Association in allowing access to investigate water intrusion and leaks and taking appropriate action. **If an Owner is notified that water is or may be coming from their Unit and fails to allow access and/or to take reasonable steps to mitigate damage, they may be responsible for damage to other Units or Common Property.**

If a Unit is vacant for a period of time, Owners should inspect periodically to assure that water leaks do not go undetected.

Water intrusion that is allowed to continue will lead to additional damage. **If water damage is not reported immediately, Owners may be responsible for damage caused to Common Property.**

Emergency Dry Out, Mitigation, and Leak Repairs

The Association is responsible to repair leaking Common Property pipes and other sources of water intrusion from Common Property.

Owners are responsible to repair leaking pipes and fixtures in their Units. These might include angle stops and feeder lines at sinks, toilet wax rings, icemaker lines, shower pans, mixer valves, and any other element within the air space of the Unit.

The Association will generally call an emergency restoration company to dry out areas affected by the water intrusion and will call a plumber or leak detection contractor to locate and correct the leak. The Association performs this emergency work to mitigate further damages, for the protection of the Association and all Owners. The Association may seek reimbursement from the Owner of the Unit which is restored or dried out, and from any Owner or third party whose negligence caused the damage.

Window Coverings:

1. All window coverings, including temporary window coverings, must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds.
2. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time. All window coverings should be harmonious with and not in conflict with the color scheme of the exterior wall surface of the condominium.
3. Homeowners are not permitted to use plain white sheets or newspaper on windows at any time

Violation and Fine Procedure:

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the homeowner to comply. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a "Notice of Hearing" is appropriate to send to the homeowner as the second letter, instead of a "Final Notice", when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected (or is a re-occurring event), the Board of Directors may take any (or all) of the following actions:
 - a. Suspend the homeowners voting privileges and or suspend the homeowner's access to the gym, club room and guest parking privileges
 - b. Submittal of the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
 - c. Levy of a special assessment or penalty in the amount as outline in section 5 below.
5. The penalty schedule is a follows:

Minor Violations:

First violation:	\$50.00
Second violation (same infraction):	\$100.00
Third violation (same infraction):	\$200.00

Major violations: \$250.00 per occurrence

As an example, but not limited to, failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

*Please note: Special and/or Remedial Assessments may be imposed for specific violations outlined in the Association's Governing Documents if the Board of Directors has determined that vandalism, or neglect resulting in damage to the common area has occurred, the responsible Owner shall incur all costs associated with the necessary repairs and/or restoration.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential unit owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints. In the case that a violating owner wishes to assert his right to question the reporting party, the Association will attempt to contact the reporting party to request their approval to disclose their name. Should the reporting party be unwilling to disclose their name or be willing to testify at the hearing, they should be aware it may impede or prevent the Association from taking action on the reported violation.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the Internal Dispute Resolution policy. As such, the procedures outlined in the IDR policy will be followed.

Voting and Election Rules and Procedures:

1. Introduction

- a. The Board of Directors consists of three (3) Directors. (Bylaws of 133 Promenade Walk Corporations (Bylaws), Article V, Section 2.) Directors are elected for staggered two (2) year terms, with two Directors elected in odd years and one Director elected in even years. (Bylaws, Article V, Section 2.)
- b. Cumulative voting is required for all elections in which two (2) or more positions to the Board of Directors are to be filled. (Bylaws, Article VI, Section 2.)
- c. A quorum consists of at least 51% of the voting power of the Association. At an adjourned meeting, the quorum shall be at least twenty-five percent (25%) of the total voting power of the Association. (Bylaws, Article IV, Section 4.)
- d. If quorum is not obtained, a majority of the Members present in person or by valid proxy may adjourn the Meeting but may take no other action. (Corporations Code Section 7512.) The Meeting may be adjourned for not less than 5 nor more than 30 days. (Bylaws, Article IV, Section 4.)
- e. Opportunity for Internal Dispute Resolution ("IDR"): Any member disputing or challenging any aspect or application of these rules, including, without limitation, the member's qualifications to be nominated as a candidate for the Board, has the opportunity to engage in IDR with the Association pursuant the procedure provided at Civil Code Section 5915.

2. Membership Meetings, Annual Meeting, Election of Directors and Membership Votes

- a. The Association will hold an Annual Meeting of the Membership to elect Directors and to conduct Association business which is properly brought before the Members and/or on the agenda. ("Annual Meeting" or "Election").
- b. These Voting and Election Rules ("Rules"): (1) prohibit the denial of a Ballot to a Member for any reason other than not being a Member at the time when Ballots are distributed; (2) prohibit the denial of a Ballot to a person with general power of attorney for a Member; and (3) require the Ballot of a person with general power of attorney for a Member to be counted if returned in a timely manner.
- c. Persons who attend a Meeting may be asked to provide photo identification or other documents to prove that they are Owners of a Lot and are entitled to vote at a Meeting, to show they are a designated proxyholder, or to show they hold a general power of attorney for an Owner of a Lot.

- d. Secret Ballots: The Association will utilize a secret ballot ("Secret Ballot" or "Ballot") process, which is required by California law, as described below, for:
 - i. A vote of the Membership regarding assessments;
 - ii. Election or removal of Members of the Association's Board of Directors;
 - iii. Amendments to the Governing Documents;
 - iv. Grant of exclusive-use of common area property pursuant to Civil Code Section 4600;
 - v. Any other Membership votes which may be required or allowed by law.
 - e. The Association's Inspector(s) of Election will send or cause to be sent a Notice of Annual Meeting/Instructions for Voting which will advise all Members of times when registration will begin and when the Meeting will be called to order, as well as when the polls will open. The Notice will also state the dates and times when the Members and candidates may attend the Annual Meeting to witness the Inspector(s) of Elections' registration, review, count and tabulation of the Ballots for the Annual Meeting.
 - f. Other business at the Annual or other Special Meetings, such as approval of minutes, motions to close registration, motions to cease balloting, motions to adjourn and other parliamentary or meeting procedures required by a recognized system of parliamentary procedure may be conducted by a show of hands, voice vote or other recognized method, including a roll call vote.
 - g. All Membership Meetings and votes will be conducted in accordance with the Association's Governing Documents and California Corporations and Civil Codes, as appropriate.
 - h. Members will have one vote per Unit owned. When more than one person holds an ownership interest of record in any Unit, all such persons shall be Members of the Association, although in no event shall more than one vote be cast with respect to any Unit. In elections of Directors, this one vote will be multiplied by the number of Director positions up for election (e.g., when two (2) Director positions are available for election, then each Unit may cast up to two (2) votes).
3. Candidate Qualifications and Nominations.
- a. The following qualifications apply to nominees for the Board of Directors:

- i. The Association shall disqualify a person from nomination as a candidate for the Board of Directors for not being a Member of the Association at the time of the nomination.
 - ii. If title to a is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person, in writing, to be a Member for purposes of being a candidate for election to the Board.
 - iii. All nominees for a Board seat must be current in the payment of regular and special assessments. Nominees may not be disqualified for nonpayment of fines, fines renamed as assessments, collection charges, or costs levied by a third party. Further, a nominee may not be disqualified if they have paid the regular or special assessment under protest; if they have entered into and are in compliance with a payment plan; or if they have not been provided the opportunity to engage in internal dispute resolution ("IDR").
 - iv. All Directors must be current in the payment of regular and special assessments. Directors may not be disqualified for nonpayment of fines, fines renamed as assessments, collection charges, or costs levied by a third party. Further, a Director may not be disqualified if they have paid the regular or special assessment under protest; if they have entered into and are in compliance with a payment plan; or if they have not been provided the opportunity to engage in IDR.
 - v. A person is disqualified from nomination if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership interest in the same Unit as the person and the other person is already properly nominated for the current election or an incumbent director.
 - vi. A person is disqualified if that person discloses, or the Association is aware or becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the insurance required by Civil Code Section 5806 or terminate the Association's existing insurance coverage required by Civil Code Section 5806 as to that person should the person be elected.
- b. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before the deadline for submitting a nomination.
 - c. The Association may, but need not, provide individual notice of the election and procedure for nominating candidates, at least ninety (90)

days before the deadline for submitting nominations, stating (i) the number of positions to be filled, (ii) the deadline for submitting nominations, (iii) the manner in which nominations can be submitted, and (iv) a statement that if, at the close of nominations, the number of candidates does not exceed the positions to be filled, the Board of Directors may vote to elect those candidates by acclamation without balloting. Between seven (7) and thirty (30) days prior to the deadline for nominations, the Association may, but need not, send a reminder notice including these statements, and a list of all qualified candidates.

- d. The Association will send out to all Members a request-for-candidates form, seeking candidate nominations for the Board. All forms must be completed by the candidate and must be received by the Association by the deadline stated in the form in order for a candidate's name to appear on the Notice of Annual Meeting and the Ballot. Within seven (7) business days of receiving a nomination, the Association will provide a written or electronic communication to all nominees and those making nominations, acknowledging the nomination and stating whether the nominee is qualified.
- e. The candidacy form will include the opportunity for each candidate to submit a 150 word maximum written statement which is reasonably related to the election, including advocating a point of view. Candidate statements 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 the content.
- f. The Association's Secretary will review the candidate nomination forms, and if the person is not qualified to be a nominee, that person's name will not be included on the candidate registration list or the Secret Ballot that is mailed to the Membership. The Secretary may delegate this certification to management or to another Director at any time, including whenever the Secretary may be a candidate for a Director position.

4. Membership Meetings

- a. The Association's Inspector(s) of Election will send or cause to be sent a Notice of Meeting/Instructions for Voting which will advise the Members of times when registration will begin and when the Meeting will be called to order, as well as when the polls will open. The Notice will also state the dates and times when the Members and candidates may attend the Meeting to witness the Inspector(s)' registration, review, count and tabulation of Ballots.

- b. The Association may notice and hold meetings of the Members to vote on matters which are proper for Member vote. The Board may also determine not to hold a Membership meeting for votes on matters, except for Membership Meetings required for the removal or election of Directors and Annual Meetings, and may conduct the vote by the Secret Ballot process and have the Secret Ballots counted and tabulated at a regular duly noticed open Board meeting.
- c. The Directors must be elected by Secret Ballot and cannot be elected by voice vote, show of hands or other means. At Annual Meetings or other Special Meetings where Directors will be elected, the Secret Ballot votes for Directors will be counted and tallied, and the Report of the Inspector(s) of Election will provide the tabulated results of the vote and election.
- d. Other business at the Membership Meetings, such as approval of minutes, motions to close registration, motions to cease balloting, motions to adjourn and other parliamentary or meeting procedures required by a recognized system of parliamentary procedure may be conducted by a show of hands, voice vote or other recognized method, including a roll call vote.
- e. All Membership Meetings and votes will be conducted in accordance with the Association's Governing Documents and Corporations and Civil Codes, as appropriate.
- f. The Board of Directors may (but is not required to) approve a motion to elect the qualified candidates by acclamation, if: (i) following the deadline to submit nominations (per Rule 3.b., above) the number of qualified candidates does not exceed the number of open seats; (ii) the Association has sent the individual notices required by Rule 3.c., above; (iii) the Association has held a regular election for directors within the past three (3) years; and (iv) the agenda for the meeting where the motion is approved includes the name of each qualified candidate.

5. Association Election Materials

- a. The Association will create and retain a candidate registration list and a voter list.
- b. Voter List. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the Ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.

- c. Candidate List. A candidate list shall be prepared with names and addresses of individuals who have been nominated as candidates.
- d. The Association shall permit Members to verify the accuracy of their individual information on the candidate registration list and voter list at least thirty (30) days before Ballots are distributed. The Association or Member shall report any error or omissions to either list to the Inspector(s) of Election who shall make any correction within two (2) business days.

6. Inspector(s) of Elections

- a. One (1) or three (3) independent third party inspector(s) of elections ("Inspector(s)") will be selected and appointed by the Board of Directors.

For purposes of this section, an independent third party includes the following:

- i. A volunteer poll worker working for the county registrar of voters;
 - ii. A Licensee of the California Board of Accountancy;
 - iii. A Notary Public;
 - iv. A Member of the Association who does not hold a position on the current Board of Directors, is not related to a Member of the current Board of Directors, is not a candidate for the forthcoming election and is not related to a candidate for the forthcoming election, for which such Member of the Association would serve as an Inspector; or
 - v. Such other persons as may be provided by California Law.
- b. The Board will not select as an Inspector a Member of the Board of Directors, a candidate for the Board of Directors, or a relative of a Member of the Board or of a candidate, or a person, business entity, or subdivision of a business entity currently employed by or under contract to the Association for any compensable services, other than serving as an Inspector. The Inspector(s) can be volunteers or be hired by the Association.
 - c. The Board may determine to pay compensation to the professional non-Member third party Inspector(s), if any. If the Board determines to appoint and pay a professional non-Member independent third party to be Inspector(s), the Board will require the following terms to be met by the independent third party Inspector(s):
 - i. A formal written contract for the Inspector(s) to be hired as independent contractor(s);

- ii. The Inspector(s) will maintain insurance with at least \$1 million commercial general liability coverage, including completed operations coverage, and \$1 million Errors & Omissions coverage (naming the Association and its management company as additional insureds on all insurance policies);
 - iii. The Inspector(s), shall maintain the custody of the election envelopes and Secret Ballots or designate a location for their custody and storage for at least one (1) year at which time, custody shall be transferred to the Association's managing agent;
 - iv. The professional non-Member independent third party Inspector(s) shall indemnify Association if independent third party Inspector(s) is grossly negligent, or commits malicious and/or willful misconduct.
- d. If an Inspector is unwilling to, unable to, or does not perform his/her duties as stated in these Rules, or becomes ineligible to be an Inspector at any time after appointment under these Rules, the Board may remove that Inspector without notice, and may appoint another Inspector that meets the requirements set forth above to take his/her place.
- e. Inspector(s)' Duties:
- i. Correct the voter list and candidate registration list.
 - ii. At least thirty (30) days before an election, deliver to each Member (or cause to be delivered) a Ballot or Ballots and a copy of these Rules. Delivery of these Rules may be accomplished by: posting these Rules to the Association's internet website and including the corresponding internet website address on the Ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or via individual delivery as specified at Civil Code Section 4040.
 - iii. Determine number of Memberships entitled to vote and the voting power of each.
 - iv. Determine the authenticity, validity, and effect of proxies, if any.
 - v. Receive Secret Ballots and proxies, if any.
 - vi. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - vii. Count and tabulate all votes.

- viii. Determine when the polls shall close.
 - ix. Determine the results of the election or vote.
 - x. Perform any acts as may be proper to conduct the election with fairness to all Members, in accordance with California Law and these Rules.
 - xi. All duties must be performed in good faith, to the best of the Inspector(s)' ability, as expeditiously as practical, and in a manner that protects the interest of all Members.
 - xii. Prior to the mailing of the Secret Ballots by the Association, the Inspector(s) will determine the location where the completed, sealed Secret Ballots will be mailed or delivered.
 - xiii. The Inspector(s) of Elections shall also determine where the Inspector(s) will maintain custody of the sealed Secret Ballots, signed voter envelopes, the voter list, proxies, and the candidate registration list before and after the count and tabulation of the vote by the Inspector(s).
- f. The Inspector(s) may appoint and designate additional personnel to assist them in their duties, including registration, opening, counting and tabulating, but the Inspector(s) will oversee and be responsible for all actions of such designees. Any additional persons appointed to assist the Inspector(s) must meet the qualifications stated above for Inspectors. Only the Inspector(s) may sign the report of the Inspector(s) of election, but additional designees may be required to sign an oath regarding their duties.
 - g. If there are three (3) Inspectors, the decision to act or make a decision must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.
 - h. A report of the Inspector(s) of the election shall be prepared for all votes, and once signed to certify the results of the vote, count or election, is prima facie evidence of the facts stated in the report.

7. Secret Ballot Procedures

- a. For elections of directors or recall elections, at least thirty (30) days before the Ballots are distributed, the Association shall provide general notice of the date and time by which, and the physical address where, Ballots are to be returned by mail or handed to the Inspector(s); the date, time and location of the meeting where the Ballots will be counted; and the list of candidates, not including addresses, that will appear on the Ballot.

- b. At least thirty (30) days prior to the deadline for voting, the Secret Ballots will be mailed by first-class mail or delivered to every Member, along with two envelopes ("Envelopes") and instructions on and deadlines for return of Ballots. The Annual Meeting date, other Membership Meeting date, or deadline date for other votes taken without a meeting will be considered the due date for completed Ballots to be received by the Association. A Notice of Meeting will also be sent which will include instructions on how to return Ballots.
- c. The Secret Ballot itself will not identify the voter by name, address, or parcel number.
- d. The Secret Ballot and Notice will contain the names of any candidates known to the Association at the time the Secret Ballot/Notice are mailed.
- e. The Secret Ballot itself is not signed by the voter but is inserted into an inner Ballot Envelope (Envelope #1).
- f. The voter then seals Envelope #1 and inserts Envelope #1 into a second outer mailing envelope (Envelope #2) preaddressed to the address specified by the Inspector(s) which is then also sealed by the voter.
- g. In the upper left-hand corner of Envelope #2, the voter prints and signs their name, and prints the address of the Lot that entitles them to vote. A proxy holder voting on behalf of a Member at a Meeting shall print the name and address of the proxy giver in the upper left-hand corner of Envelope # 2, but shall sign the proxy holder's name on Envelope # 2.
- h. The owners of multiple properties must submit separate Secret Ballots in separate sealed Ballot Envelopes (#1 and #2) for each property owned.
- i. Envelopes #1 and #2 are preaddressed to the Inspector(s) at the location selected by the Inspector(s).
- j. Secret Ballots may be mailed to the selected address or delivered by hand to the location selected by the Inspector(s).
- k. All Secret Ballots must be mailed or delivered to the Inspector(s), or brought to a Meeting to be voted in person at the Meeting.
- l. The Member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector(s). Any Member desiring a receipt for mail delivery should send the Secret Ballot by certified mail, return receipt requested, to the location selected by the Inspector(s). A Member shall not receive a receipt for hand delivery of a sealed envelope or Ballot brought to a Meeting.

- m. Only the Association's Secret Ballots and envelopes which are sent out to the Membership by the Association or are provided by the Association at the Membership Meeting will be accepted by the Inspector(s). No copies, faxes, or emails of the Secret Ballots and envelopes will be accepted or counted by the Inspector(s).
- n. Members must clearly print the correct name of the owner, the property address, and sign the upper left hand corner, or may use pre-printed address stickers or labels instead of personally printing their own information on Envelope #2. However, the information must be accurate and correct per the Association's records or it will not be valid.
- o. The Member must sign on the signature line shown on the upper left-hand corner of Envelope #2. If an outer mailing envelope is not signed by the Member, it may not be counted by the Inspector(s) as a cast vote, except for quorum purposes in the discretion of the Inspector(s).

8. Proxies

- a. The Association will not send out a proxy for the Annual Meeting or other Membership votes. Proxies will be accepted only if the Inspector(s) determines the proxy meets all of the requirements of the Bylaws, the Corporations Code and the Civil Code. Proxy holders shall not be given Secret Ballots pursuant to proxies until after the time that all proxies and Secret Ballots (except for those Secret Ballots to be distributed pursuant to proxies) have been registered, and the proxy has been upheld as valid. If the proxy giver has submitted a Ballot in accordance with these rules the proxy will be deemed revoked, the Ballot will be counted, and the proxy holder will not be given a Ballot to cast.
- b. 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.
- c. The proxy holder must be a Member of the Association as required by California law, and must be present in person at the Membership Meeting and shall cast the proxy giver's/Member's vote by Secret Ballot at the Meeting unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the proxy giver's Secret Ballot at the Meeting. If the proxy holder is not present at the Meeting, the proxy shall not be valid for any purpose.
- d. Any Member who gives another Member his or her proxy does so with the full understanding that the Association and Inspector(s) will not be responsible for ensuring that any proxy holder votes the proxy in accordance

with the proxy giver's direction. The Inspector(s) cannot verify or observe how the proxy holder marks the proxy giver's/Member's Secret Ballot.

- e. Any proxies previously distributed by the Association for quorum purposes only, including general proxies, will be valid and accepted by the Association until their expiration.

9. Effect of Submitting Secret Ballot

- a. ONCE A SECRET BALLOT IS RECEIVED BY THE INSPECTOR(S), THAT SECRET BALLOT CANNOT BE CHANGED, RETRIEVED, OR REVOKED.
- b. Only one Secret Ballot may be submitted for each address. Once a Member submits a Secret Ballot with regard to a particular address, no other Secret Ballot or proxy may be submitted for that property. Should more than one Secret Ballot be submitted with regard to a particular address, the Secret Ballot which was earliest received may be counted for that property or the Inspector(s) may determine to not count either Secret Ballot. If it cannot be determined which Secret Ballot was earliest received, no Secret Ballot will be counted for that property except one Ballot for quorum purposes only.

10. Registration of Secret Ballots at the Meeting

- a. Verification of information on the outside of Envelope #2 and registration of envelopes received may be performed by the Inspector(s) or their designees prior to the Meeting or deadline for voting.
- b. Registration will be conducted by the Inspector(s) of Election or their designees.
- c. The Ballots will be opened and votes counted and tabulated by the Inspector(s) at a duly noticed Membership or Board Meeting in front of any Members or candidates who may wish to witness the registration and opening and counting of the Secret Ballots or Proxies once quorum is obtained.
- d. All Secret Ballots must be sealed in the two sealed envelopes and contain all required information on the upper left-hand corner of Envelope #2.
- e. The Inspector(s) will review the information provided on the upper left-hand corner of Envelope #2. The Inspector(s) will require, at a minimum, the following:
 - i. The Member must print his/her name or place a label on Envelope #2, it must be legible and must match the name of at least one (1) of the record owners of the property as shown on the Association's voter list;

- ii. The Member's (or, in the case of a Secret Ballot cast pursuant to proxy, the proxy holder's) signature must be on Envelope #2;
- iii. The property address shown on Envelope #2 must correspond to the Member's property address on the Association's records. The Inspector(s) will determine whether the failure to include information on Envelope #2 may result in the Secret Ballot being counted for quorum purposes only, or not counted for any purpose;
- iv. If any Member fails to put a Secret Ballot into both of the sealed envelopes, and/or sends/delivers empty envelopes, the envelopes will not count for any purpose, including quorum.

11. Registration of Members in Person

- a. A Member wishing to vote in person at the Membership Meeting must present himself/herself to the Inspector(s) with identification acceptable to the Inspector(s) to show that he/she is an Association Member. The holder of a general power of attorney for a Member must present the original, signed, notarized general power of attorney and identification to show that he/she is the attorney-in-fact and that the general power of attorney authorizes the attorney-in-fact to act with regard to Association related matters.
- b. A Member may not revoke or change any previously received Secret Ballot. A Member may attend the Meeting, but will not be given a new Secret Ballot to vote at the Meeting if the Association has received a Secret Ballot for that property address.
- c. If a Secret Ballot has not been previously received by the Inspector(s) for a particular property address, a Member in attendance at the Meeting from that property address will be given a Secret Ballot along with two envelopes to mark and cast in secret at the Membership or Board Meeting. The Inspector(s) will mark the registration list to memorialize that the Member received a Secret Ballot at the Membership or Board Meeting. Such Secret Ballots may, at the discretion of the Inspector(s), be on paper of a color different than the color used for Secret Ballots cast by mail. Such Secret Ballots will only be counted at any Membership Meeting or Adjourned Meeting if properly placed into both Envelopes #1 and #2, and if they are otherwise valid pursuant to these Election Rules and California law.
- d. Members voting in person at the Meeting must still use 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 Secret Ballot cast at the Meeting and may prevent the Secret Ballot from being counted at any adjourned date if the Meeting is adjourned for lack of a quorum.

12. Registration of Proxies/Determination of Quorum

- a. If a Member brings proxies to the Membership Meeting, the Inspector(s) will review and make all necessary determinations regarding those proxies, including the validity of those proxies. The Inspector(s) are not required to observe and verify that Secret Ballots are marked by the proxy holder in the manner instructed by the proxy giver.
- b. The Inspector(s) will determine, if possible, whether quorum has been obtained, based upon the count of the number of Members voting by proxy or by a mailed or delivered Secret Ballot as shown on the registration list. The Inspector(s) may make this determination at any time, including prior to a Meeting.
- c. If a Member has cast a Secret Ballot by mail or delivery which is received by the Inspector(s) prior to the Inspector(s)' receipt of a Secret Ballot cast by the Member's proxy holder, the Member's Secret Ballot will supersede and control over any proxy submitted or any Secret Ballot later cast by the Member's proxy holder.
- d. A Member may revoke his/her proxy by casting a Secret Ballot by mail or delivery to the Inspector(s) or as otherwise provided in Corporations Code Section 7613, provided such revocation is completed prior to the Inspector(s)' receipt of a Secret Ballot from the Member's proxy holder and in advance of any vote or Membership Meeting.
- e. Upon determination that a quorum has been obtained, the Inspector(s) may close registration and close the polls at the Membership Meeting.

13. Adjourned for Lack of Quorum/Adjourned Meetings

- a. Any Membership Meeting may be adjourned to a later place and/or time by the vote of the majority of Members present in person, by valid power of attorney, or by valid proxy. If quorum is not obtained, a majority of the Members present in person, by valid power of attorney, or by valid proxy may adjourn the Meeting but may take no other action. (Corporations Code Section 7512.) The Members at any reconvened/adjourned Meeting may take any action that might have been legally transacted at the original Meeting.
- b. The required quorum at any Adjourned Membership Meeting is the presence in person, proxy or Secret Ballot, of 25% of the voting power of the Association. (Bylaws, Article IV, Section 4.)

- c. Secret Ballots which are received by the Inspector(s) in properly completed, sealed Envelopes #1 and #2 will be valid for Adjourned Membership Meetings.
- d. No Ballots may be opened or counted at Membership or other Meetings unless and until a quorum is present.
- e. The Secret Ballots will be opened and counted during duly noticed Board or Membership Meetings. The Inspector(s) may request that any Meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the Secret Ballots at another time. Notice of the recessed Meeting will be given as required by law. The Inspector(s) will continue to maintain custody of all Secret Ballots and maintain the confidentiality of any count and tabulation, until the counting and tabulation is complete or may delegate custody of Ballots and information to management.

14. Observation/Custody of Ballots, Etc.

- a. Any candidate or Association Member may witness the opening of the Ballots, and the counting and the tabulation of the votes.
- b. No person may open any envelopes or otherwise review any Secret Ballot prior to the time and place at which the envelopes are opened and the Secret Ballots are counted and tabulated by the Inspector(s).
- c. The Secret Ballots and other election materials at all times will be in the custody of the Inspector(s) or his/her/its designee at a location designated by the Inspector(s) for one (1) year after the tabulation of the votes, at which time custody shall be transferred to the Association.
- d. The Inspector(s) may delegate the custody of the Ballots/Election materials to the Association's custodian of records.

15. Consultation With Association Counsel

The Inspector(s) will have the authority to confer with Association legal counsel in advance of or at the Meeting. Legal counsel represents the Association and does not represent the Members, candidates, Inspector(s), Board Members, management or any other individual. By the adoption of these Election 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 Inspector(s) regarding issues or matters related to the Inspector(s) performance of their duties for the Association. The Inspector(s) may confer with Association legal counsel outside the presence of the Members.

16. Tabulation, Counting, Inspectors' Conduct, Etc.

- a. Once quorum has been obtained, the Inspector(s) may open the sealed Ballot envelopes and begin the count and tabulation of the Ballots at a duly noticed Membership Meeting or Board Meeting.
- b. All Ballots shall be opened and votes shall be counted and tabulated by the Inspector(s) in public, at a properly noticed open Meeting of the Board or of the Members.
- c. If the Inspector(s) open the envelopes and determine that there is no Secret Ballot in an envelope, the empty envelope will not be counted towards a quorum or for any other purpose.
- d. Members and candidates may witness the counting and tabulation from a distance of at least six (6) feet from any Inspector.
- e. The Inspector(s) are not required to provide Members or candidates with information, answer questions, or engage in discussion. Inspector(s) shall not provide any interim counts or tabulations.
- f. Members and candidates may not communicate with the Inspector(s) during the inspection, opening, counting or tabulation process.
- g. Any witness or observer may be ejected or removed by the Inspector(s) for any disruptive, noisy, or rude behavior.
- h. Inspector(s) shall make all determinations regarding Ballots and vote counts, including deciding whether to count a Ballot for quorum purposes if the Inspectors find they cannot determine the voter's intent as to how votes should be cast. Any Secret Ballot must be legible and clearly marked. If the Secret Ballot is marked to cast more votes than the maximum number of votes permitted (overvote), no votes will be counted, and the Secret Ballot will be used for quorum purposes only. A Member does not have to use all of his/her votes, and may cast fewer votes than the maximum number of votes allowed (undervote).
- i. If a Secret Ballot is signed or other identification is written on the Secret Ballot by the Owner, the Inspector(s) may determine to count the Secret Ballot. However, the Association will not protect the Owner's privacy and will not be responsible for redacting that information in the event a recount or review of the Secret Ballots is requested.
- j. The Inspector(s) will certify the results of the election and vote by completing a written report of the Inspector(s) of Elections.
- k. The candidate(s) receiving the highest number of votes will be elected.

17. After Tabulation

- a. Results of the election or vote shall be announced and be promptly reported to the Board of Directors and the tabulation recorded in the minutes of the next Meeting of the Board. The Inspector(s) may also determine whether the tabulated results will be announced at the Meeting. Within fifteen (15) days of the election/vote, the Board shall give general notice of the tabulated results of the election/vote.
- b. The tabulated results shall be available for review by all Members after the certification of the Membership Meeting by the Inspector(s).
- c. 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 will be used at the Meeting to break the tie.
- d. The Secret Ballots, signed voter envelopes, voter list, proxies, and the candidate registration list will be stored in a secure place in the custody of the Inspector(s) or in a location designated by the Inspector(s) for one year after the date of the election/vote at which time custody shall be transferred to the Association.
- e. In the event of an election challenge, the Inspector(s) shall, upon written request, make the Ballots available for inspection and review by an Association Member or the Member's authorized representative. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.
- f. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. However, the Association will not be responsible for redacting or otherwise protecting any identification/other information which is written on a Secret Ballot by a Member.
- g. The Inspector(s) may establish rules and procedures for the review and recount by Members.

18. Access to Association Facilities and Communications/Use of Association Funds

- a. If any candidate or Member advocating a point of view is provided access to any Association media, including newsletters, internet websites, or other Association publications 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.

- b. The Association shall not edit or redact the content from the communications of candidates and Members advocating a point of view, but may provide a statement specifying that the candidate or Member, not the Association, is responsible for that content.
- c. 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 or vote, at no charge. The Association may set forth the specific dates and times at which such access will occur in the Notice of the Membership Meeting.
- d. Each candidate or Member advocating a point of view may prepare and deliver to the Association's managing agent a statement not exceeding 150 words to be provided to Members through Association media. The Association shall not edit or redact any content from such campaign communications. The candidate or Member who issues the communication shall be solely responsible for its content.
- e. If a Member wants to advocate a point of view, for purposes reasonably related to the election or vote, a Member may submit a written statement to the Association. The Association is not required to send notice to Members of their opportunity to submit a written statement advocating a point of view. The Association may choose to send out a separate courtesy form for a Member to submit their statement, but even if no form is provided a Member may still submit a written statement.