

**ROYAL PALMS
CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

Last Modified: May 2024

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

This information is provided by the Association pursuant to the requirements of Government Code Section 12956.2 effective January 1, 2020. If you believe the governing documents contain discriminatory restrictive covenants, you may contact the County Recorder's office and/or the Association to request removal of such provision.

RULES AND REGULATIONS:

INDEX

Section 1: Common Area Property Rules

Section 2: Parking, Towing, and Speed Limits

Section 3: Architectural Guidelines: Alterations and Improvements

Section 4: Pets

Section 5: Voting and Election Rules and Procedures

Section 6: Clubhouse Guidelines

Section 7: Non-Resident Owners

Section 7(a): Registration of Homeowners and Residents

Section 8: Storage Units

Section 9: Miscellaneous

Section 10: Fine Policy

Section 11: Assessment Collection Policy

Section 12: Policy on Access to Common Area Video Camera Recordings

Section 13: Duty to Inspect Unit; Water/Moisture Intrusion

SECTION 1: COMMON AREA PROPERTY RULES

GENERAL COMMON AREAS:

Reducing liability is a key element of the Royal Palms Condominium Association. The extended or permanent use of any common area cannot be used for the exclusive use of any one homeowner or resident. If any homeowner would like to use any specific common area for their temporary, exclusive use, an application for use and possible insurance and/or a signed hold harmless/indemnity agreement may be considered.

POOL AND SPA AREAS:

Any persons using the pool and spa areas do so at their own risk. THERE IS NO LIFEGUARD ON DUTY! For safety reasons, report any problems with the pool/gate areas to the manager immediately. In order to assure that ALL owners have use of the common areas, please limit the number of guests you have visiting the property to six.

1.1 HOURS OF OPERATION: The pool and spa areas are available to residents and their guests from 8:00 am to 10:00 pm daily. No one is allowed in this area at any other time.

1.2 POOL AREA KEYS: The pool and spa areas are maintained for the use of the Association residents and their guests only. The pool area should remain locked at all times. It is not permitted to loan keys to non-residents. There is a \$50.00 replacement charge for lost keys.

1.3 LIFESAVING EQUIPMENT: Lifesaving equipment (Life Ring, Safety Hook, Required Signage, Etc.) is for emergency use only.

1.4 AGE REQUIREMENTS: Children under the age of fourteen (14) may not use the pool and spa area unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety, and observance of all rules. Resident children may be accompanied by a non-resident 18 years or older. Any person who is incontinent or not fully potty-trained must wear appropriate waterproof clothing when entering or being carried into the pool. Children under the age of five (5) are not permitted in the spas and children between the ages of 5 and 14 must be accompanied by adult when using the spa.

1.5 NON-RESIDENT USE: Non-residents are permitted use of the pool and spa areas only if accompanied by an adult resident 18 years or older. Residents are responsible for any and all damage and non-compliance of any rules caused by their guests.

1.6 PROPER ATTIRE: Persons using the pool and spa must wear proper bathing attire. No street clothes or wet suits are allowed in the pool and spa areas.

1.7 NO SMOKING: Smoking is strictly prohibited in the pool and spa areas.

1.8 NO ALCOHOL: Alcoholic beverages are NOT permitted at any time in the pool and spa areas.

1.9 NO GLASS: Glass or breakable containers are NOT permitted in the pool and spa areas. Paper or plastic containers are permitted. If any glass item(s) are broken within the gated pool areas, the homeowner will be responsible for all costs required to drain, clean, and re-filling the pool/spa.

1.10 NO LITTERING: All residents and their guests are required to keep the pool and spa areas clean at all times. Any unconsumed food, beverages, or other trash items should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc., in the pool and spa areas when you are not in attendance.

1.11 NO PETS. Pets are strictly prohibited in the pool and spa areas. Persons seeking a disability-based accommodation for use of the pool area may request the same from the Association.

1.12 RESTRICTED AREAS: No surfboards, boogie boards, balls, or inflatable items are allowed in the pool except small, soft toys and small flotation devices.

1.13 RESTRICTED ACTIVITIES: All persons using the pool and spa areas should be considerate of others. No jumping, diving, rough play, running, and dangerous/destructive, or noisy activities are allowed.

1.14 PEDESTRIAN TRAFFIC ONLY: Pedestrian traffic only is allowed in the pool and spa areas. Roller skates, skateboards, bicycles, and the like, are strictly prohibited.

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

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

FITNESS CENTER:

The fitness center is available for use seven (7) days per week at the posted hours. Any persons using the Fitness Center does so at their own risk. For health reasons, please wipe off all equipment used after usage. For safety reasons, report any problems with the fitness center and its' equipment/supplies to the manager immediately.

1.17 AGE REQUIREMENTS: Children under the age of fourteen (14) years old may not use the fitness center unless accompanied by an adult.

1.18 NON-RESIDENT USE: Non-residents are permitted use of the fitness center, only if accompanied by an adult resident 18 years or older. Residents are responsible for any and all damage and non-compliance of any rules caused by their guests.

1.19 NO SMOKING: Smoking is strictly prohibited in the fitness center.

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

1.21 NO PETS. Pets are prohibited in the fitness center.

1.22 NO FOOD OR LITTERING: All residents and their guests are required to keep the fitness center clean at all times. Any beverages, or other trash items should be disposed of in trash receptacles. Do not leave any personal items, etc., in the fitness center when you are not in attendance. Royal Palms Condominium Association is not responsible for any personal items left in the fitness center.

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

1.24 RESTRICTED ACTIVITIES: All persons using the fitness center should be considerate of others; No rough play, running, and dangerous, destructive or noisy activities are allowed. Music should be restricted to personal headphones only.

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

SECTION 2: PARKING, TOWING, AND SPEED LIMITS

- 2.1 - Parking within the Royal Palms community is allowed in designated parking areas only.
- 2.2 - Homeowners may not modify a deeded parking space in any way that prevents the parking of a standard sized vehicle in that space, or in any way which reduces the total number of parking spaces.
- 2.3 - Before parking in any open (unassigned) parking space, homeowners must first use their deeded parking spaces.
- 2.4 - Open (unassigned) parking spaces, if any, are to be used for TEMPORARY parking purposes only, by homeowners and/or their guests for a period not to exceed twenty-four {24} hours, total, by the same owner.
- 2.5 - Vehicles parked in any of the open (unassigned) parking spaces for more than twenty-four {24} hours are subject to being towed at the vehicle owner's expense.
- 2.6 - Vehicles parked in other's assigned spaces, fire lanes, spaces for those with disabilities (without proper tags), or along red curbs are subject to immediate tow at vehicle owner's expense.
- 2.7 - Inoperable vehicles, including vehicles with expired tags, may not be parked/stored on the property.
- 2.8 - To have a vehicle towed which is parked in your assigned space, please call the tow company per posted signage. The homeowner requesting the tow must be available to meet the towing company personally. The towing company will require identification and proof that the parking space has been assigned to you, such as a copy of the assignment letter.
- 2.9 - The speed limit within the Association is **5 MPH**. Residents must maintain a safe and reasonable speed at all times while driving on Association property.

SECTION 3: ARCHITECTURAL GUIDELINES ALTERATIONS AND IMPROVEMENTS

One of the primary responsibilities of the Association is to protect your property values by maintaining architectural control of the Association. Royal Palms Condominium Association has an Architectural Review Committee {ARC} as provided in the Association's governing documents .

3.1. Approval Procedure: Before undertaking any alterations and improvements, including the installation of screen doors, etc., the unit owners must submit the following items to the Manager, who will make sure it is forwarded to the ARC.

- a. Obtain and complete the application for Alterations and Improvements from the Manager
- b. A description of the proposed alteration(s) including as appropriate, its shape, height, width, elevation, materials, color, location, and such further information as may be necessary to allow the Association to evaluate it fully. Pictures or samples are suggested.
- c. If the ARC/Board of Directors reasonably determines that the proposal might impair the structural integrity of any part of the property, interfere with any mechanical system, or violate the governing documents, they may request a letter from a qualified, licensed, professional stating the proposed alteration does not so impair, interfere, or violate.
- d. The application shall state whether or not the project is of such size, cost or nature, that a permit from the City, State, or other governing body is required, and if so, the homeowner shall confirm that such permits will be obtained and submitted to the ARC as verification.
- e. If an owner believes that their remodel project is not extensive or complicated enough to require the drawings set forth above, they may describe the project in detail in a letter and appear before the Board of Directors at a regular or special meeting to request approval.
- f. Any homeowner who has already made an unauthorized improvement will still be required to submit an application for the improvement within a timely manner.
- g. In the event that an owner makes a modification to their property without proper ARC approval, the homeowner may be required to remove the improvement(s) or return the property to its original state.
- h. An Architectural Application Packet, which can be obtained from the Manager, can and will be modified from time to time, as needed, with the approval of the Board of Directors.

3.2. Additional Information: The Royal Palms Condominium Association ARC and/or Board of Directors may make reasonable requests for additional information or details.

3.3. Time Limit: The Royal Palms Condominium Association ARC and/or Board of Directors will make every reasonable attempt to approve or disapprove requests within sixty (60) days of submittal of an application. The Manager will issue a dated receipt for the submission, if one is requested. If an application is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

3.4. Appeal: The applicant can appeal denial by submitting written notice with the Manager within thirty (30) days of a decision.

3.5. Other Conditions:

- a) The Board may require certain work to be performed only by licensed contractors.
- b) Work must only be performed between the hours of 8:00 A.M. - 6:00 P.M., Monday through Saturday.
- c) Work may not be done on Sundays or any legal holidays.

3.6. Presale Inspection: Prior to entering into a contract for the sale of any unit, members of the Board of Directors, and its' designees, shall have the right to inspect the unit to ensure compliance of the Governing Documents.

3.7. Delegation and Professional Advice: Alteration approval is a responsibility of the Board of Directors, but it may delegate this responsibility to an officer, committee, or professional manager provided it retains final authority. The Board may seek outside professional advice, and/or require the owner to provide additional information, reports, or plans at the unit owners' expense.

3.8. Precedent: The fact that the Association has permitted or approved a certain activity or alteration by a particular owner at one time does not mean that the Association must permit or approve that same activity or alteration by the same owner or a different owner at a later time.

3.9. Alterations and Improvements without approval: If an owner begins alterations and improvements without Board approval, and if the Board determines that the alterations and improvements violate the governing documents, the Board may order the owner, in writing, to immediately cease all work and restore any altered areas to their original state within a reasonable period of time.

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

3.11. Electric Charging Stations: If a homeowner wants to install an EV charging station in a common area or an exclusive use common area (their parking space) they must meet applicable health and safety standards and requirements imposed by state and local authorities, as well as other applicable zoning, land use, or other ordinances, or land use permits (Civ. Code §4745(c).) In addition, they must obtain HOA approval and agree in writing to the following (Civ. Code §4745(f)(1)):

- *Architectural Standards.* Comply with the association's architectural standards.
- *Licensed Contractor.* Use a licensed contractor to install the station.
- *Insurance.* Within 14 days of approval, provide a certificate of insurance that names the common interest development as an additional insured under the homeowner's insurance policy.
- *Utility Costs.* Pay for electricity usage associated with the station and the installation thereof.
- *Duties & Liability.* The homeowner and each successive homeowner of the EV charging station shall be responsible for all of the following (Civ. Code §4745(f)(2)):
 - *Damage.* Damage to the station, common areas, exclusive common areas, or adjacent units resulting from the installation, maintenance, repair, removal, or replacement of the station.
 - *Maintenance.* Maintenance, removal, repair, and replacement of the electric vehicle charging station until it has been removed from the common area or exclusive use common area.
 - *Electricity.* Electricity associated with the station.
 - *Disclosure.* Disclosing the EV charging station to buyers and the related responsibilities of the homeowner.
 - *Insurance.* Maintain an umbrella liability coverage policy in the amount of one million dollars (\$1,000,000) covering owner's obligations and naming the HOA as an additional insured. (Civ. Code §4745(f)(3).)
 - For all further guidelines, refer to: Civ. Code §4745

3.12. Window Colors: Frame color to be: To be determined by the Board of Directors upon ACH submission. Window tint to be: To be determined by the Board of Directors upon ACH submission. Other guidelines: To be determined by the Board of Directors upon ACH submission

ROYAL PALMS CONDOMINIUM ASSOCIATION APPLICATION FOR ARCHITECTURAL APPROVAL

GENERAL INFORMATION:

Homeowner(s) Name: _____

Property Address: _____

Mailing Address (if different): _____

Daytime Phone: _____ Email Address: _____

Work Start Date: _____ Estimated Completion Date: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

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

Important: ARC approval in no way relieves the homeowner of the responsibility for proper drainage. Additionally, obtaining approval from the ARC Committee does not remove the obligation of the applicant to obtain the necessary approvals from the applicable municipal or governmental agency, nor does approval from the ARC Committee guarantee approval from any other agencies.

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

Signatures of Applicant(s):

_____ Date: _____

_____ Date: _____

THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY

Homeowner's Account # _____.
This application has been assigned ARC File # _____.

The Architectural Committee has determined that this application is:

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

_____ **DISAPPROVED AS SUBMITTED FOR THE FOLLOWING REASONS:**
(A) Improvements detrimental to the surrounding properties as a whole
(B) Improvements not in harmony with the surrounding structures
(C) Improvements unreasonably interfere with other existing lots
(D) Improvements will be a burden on the Association
(E) Application incomplete; specifically: _____

Signature of ARC Member:

_____ Date: _____

ROYAL PALMS CONDOMINIUM ASSOCIATION NEIGHBOR AWARENESS STATEMENT

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

NEIGHBOR INFORMATION:

Neighbor Name(s): _____

Neighbor Address: _____

Daytime Phone: _____ Evening Phone: _____

APPLICANT INFORMATION:

Applicants Name(s): _____

Property Address: _____

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

North South East West Above Below Other: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

NEIGHBOR COMMENT:

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

_____ **WE DO NOT** find the proposed improvements objectionable

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

Signatures of Neighbor(s):

_____ Date: _____

_____ Date: _____

**ROYAL PALMS CONDOMINIUM ASSOCIATION
NOTICE OF COMPLETION FORM**

GENERAL INFORMATION:

Homeowner(s) Name: _____

Property Address: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

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

NOTICE OF COMPLETION AND PERMISSION TO INSPECT:

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

Signatures of Applicant(s):

_____ Date: _____

_____ Date: _____

THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY

Homeowner's Account Number is _____.

This application has been assigned ARC File Number _____.

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

_____ **ARE** in conformity with the approved plans.

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

Signature of ARC Member:

_____ Date: _____

SECTION 4: PETS

- 4.1- A maximum of two {2} household animals {birds, dogs, cats, and aquatic animals kept in aquariums} are allowed per unit, provided such animals are not kept, bred, or raised for commercial purposes. Any additional pets in a household may only be allowed upon approval by the Board of Directors.
- 4.2 - All animals must be on a leash no longer than six {6} feet in all common areas, being held by an individual capable of controlling the animal.
- 4.3 - Failure to clean up any animal waste shall be subject to fines.
- 4.4 - Owners are responsible to assure that their pets do not cause disturbing noise or other nuisances.
- 4.5 - All pets must adhere to a strict maximum weight {at full maturity} of fifty {50} pounds.
- 4.6 - Aggressive dog breeds are not allowed. "Aggressive" can be defined as the following:
 - a. Any dog that when unprovoked inflicts bites or attacks a human being or domestic animal or in a vicious or terrorizing manner approaches any person in apparent attitude of attack in the Association's common areas
 - b. Any dog which engages in, or is found to have been trained to engage in, exhibition of dog fighting
 - c. Any dog at large found to attack, menace chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or person
- 4.7 - No livestock or poultry of any kind shall be raised, bred, or kept in any condominium or elsewhere within the project.
- 4.8 - The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance or danger to any other owner, is the sole and exclusive opinion of the Board.
- 4.9 - Animals shall not be left unattended on any exclusive use patio areas and association common area. Any inconvenience, damage or injury, caused by such household pet{s} shall be the sole responsibility of the respective owner. Said owner indemnifies the Association, its Board of Directors, Officer, Manager, and its staff and holds each of them harmless from and against any and all loss, cost liability and expense of any kind and nature arising out of having pets within the project.

SECTION 5: VOTING AND ELECTION RULES AND PROCEDURES

1. **Introduction** - The Association will utilize the secret ballot process for election and removal of directors, assessments that require a membership vote, amendments to governing documents that require membership approval, prior to granting exclusive use of the common area where required by Civil Code §4600, and any other matters where the secret ballot process is required by law.
2. **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 §5915.
3. **Election of Directors and Membership Votes** - For election of directors, each unit has one vote for each seat on the Board up for election. Cumulative voting is permitted. For other membership vote matters, each unit has one vote.
4. **Candidate Qualifications** - Members, including sitting Directors, must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate.
 - a. Must be a Member. A candidate, at the time of nomination, must be a member of the Association to qualify as a candidate. If title to a unit 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 the member for that unit for purposes of being a candidate for election to the Board.
 - b. Fidelity bond coverage. The Association shall disqualify a nominee if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 should the person be elected or terminate the Association's existing fidelity bond coverage.
 - c. Current in the payment of assessments. The Association shall disqualify a nominee for failure to be current in the payment of regular and special assessments. The Association also requires a director to be current in the payment of regular and special assessments. The Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party. The Association shall not disqualify a nominee for failure to be current in payment of regular and special assessments if any of the following circumstances are true:
 - i. The nominee has paid the regular assessment or special assessment under protest pursuant to Civil Code §5658;
 - ii. The nominee has entered into and is in compliance with a payment plan pursuant to Civil Code §5665; or
 - iii. The nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Article 2 (commencing with Civil Code §5900) of Chapter 10 of the Davis-Stirling Act.
5. **Nominations for Election to the Board** - The Association shall provide notice of the procedure and deadline for submitting a nomination at least 30 days before the deadline for submitting a nomination. Regardless of whether a candidacy form was received, a candidate may still be nominated by himself, herself or by someone else from the floor of the election meeting.
6. **Membership Meetings**
 - a. The Association will send or cause to be sent a meeting notice to advise 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 Board may determine not to hold a membership meeting for votes on matters, except for removal or election of directors, and conduct the vote by the secret ballot process and have the secret ballots counted and tabulated at a regular duly noticed open Board meeting. Directors must be elected by secret ballot and cannot be elected by voice vote, show of hands or other means.
7. **Association Election Materials**
 - a. 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.
 - b. Candidate Registration List. A candidate registration list shall be prepared with names of candidates that will appear on the secret ballot.

c. The Association shall permit members to verify the accuracy of their individual information on the candidate registration list and voter list at least 30 days before ballots are distributed. The Association or member shall report any error or omissions in either list to the inspector(s) of election who shall make any correction within 2 business days.

d. The returned ballots from the members and other Association election materials at all times shall be in the custody of the inspector(s) or 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.

8. Inspector(s) of Election

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

b. For purposes of this section, an independent third party includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may also be an Association member, provided the member is not a director, a candidate for director or related to a director or a candidate. The Board may not select as an Inspector a person, business entity, or subdivision of a business entity currently employed 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. If an Inspector is unwilling or unable to perform their duties or becomes ineligible to be an Inspector, the Board may remove and replace that Inspector with another Inspector that meets the requirements set forth above.

d. Inspector(s)' duties:

i. Correct errors on the voter list and candidate registration list.

ii. At least 30 days before an election, deliver (or cause to be delivered) to each member the ballot or ballots and a copy of these rules. Delivery of these rules maybe be accomplished by: posting these rules to an 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 §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 tabulated 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, the Inspector(s) will determine the location where the 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 secret ballots, signed voter envelopes, voter list, proxies, and candidate registration list before and after the count and tabulation of the vote by the Inspector(s).

e. The Inspector(s) may appoint and designate additional personnel to assist them in their duties, 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 Inspector qualifications stated above.

f. If there are 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.

g. Assigned report of the Inspector(s) of the election certifying the results of the vote, count or election is prima facie evidence of the facts stated in the report.

9. Secret Ballot Procedures

a. At least 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 that will appear on the ballot.

b. At least 30 days prior to the deadline for voting, the ballots will be mailed by first-class mail or delivered to every member along with two preaddressed envelopes and instructions on and deadlines for return of ballots.

c. The ballot will not identify the voter by name, address, parcel number or unit number. The ballot is not signed by the voter but is inserted into an inner envelope preaddressed to the Inspector(s) (Envelope #1).The voter

then seals Envelope #1 and inserts Envelope #1 into the outer mailing envelope (Envelope #2) preaddressed to the Inspector(s) which is then also sealed by the voter.

d. In the upper left-hand corner of Envelope #2, the voter prints and signs their name and prints the address of the separate interest that entitles him/her to vote.

e. An owner of multiple properties must submit a separate ballot in separate sealed envelopes (#1 and #2) for each property owned.

f. Ballots may be mailed to the selected address or delivered by hand to the location selected by the Inspector(s). Where a membership meeting is being held for purposes of conducting a vote pursuant to these rules, ballots may also be delivered to the Inspector(s) at the membership meeting prior to close of the polls.

g. 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 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 ballot brought to a meeting.

h. Only the ballots and envelopes sent by the Association or Inspector or provided by the Association or Inspector will be accepted.

i. No member shall be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with general power of attorney for a member shall not be denied a ballot. The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

j. Verification of information on the outside of Envelope #2 and registration of envelopes may be performed by the Inspector(s) or the Inspector(s)' designees under the Inspector(s)' supervision prior to the meeting or deadline for voting.

k. Registration will be conducted by the Inspector(s) or their designees 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 wish to witness the registration, opening and counting of the ballots.

l. 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. A person with general power of attorney for a member (which member has not already returned a ballot) seeking to vote in person on behalf of the member shall need to present the Inspector(s) with proof, deemed sufficient to the Inspector(s), of the individual's status as general power of attorney for the member.

m. A member that already submitted a ballot may attend a membership meeting but will not be given a new ballot to vote at the meeting.

n. If a ballot has not been previously received by the Inspector(s) for a particular property address, a member from that address in attendance at the membership meeting will be given a ballot along with two envelopes to mark and cast in secret at the membership meeting.

o. No person may open any envelopes or otherwise review any ballot prior to the time and place at which the envelopes are opened and the ballots are counted and tabulated by the Inspector(s). Any candidate or Association member may witness the counting and tabulation of the votes.

10. Proxies

a. The Inspector(s) shall determine the authenticity, validity and effect of proxies, if any. A proxy will be accepted if the Inspector(s) determines the proxy meets the requirements of the Bylaws and California Civil and Corporations Codes.

b. The proxy holder must be present in person at the membership meeting and shall cast the proxy giver's vote by ballot at the meeting unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the proxy giver's ballot.

c. Any member who gives another member their 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.

11. Effect of Submitting Secret Ballot

a. Once a ballot is received by the Inspector(s), that ballot cannot be changed, retrieved or revoked.

b. Once a member submits a ballot with regard to the member's separate interest, no other ballot or proxy may be submitted for that property. Should more than one ballot be submitted with regard to a particular separate interest, the ballot which was earliest received shall be counted for that property. If it cannot be determined which ballot was earliest received, no ballot will be counted for that property except one ballot for quorum purposes only at the discretion of the Inspector(s).

12. Determination of Quorum - The Inspector(s) will determine whether quorum has been obtained based upon the number of members present in person, by proxy or by a returned ballot. Upon determination that a quorum has been obtained, the Inspector(s) may close registration at the polls.

13. **Adjourned for Lack of Quorum/Recessed Meetings** - A membership meeting may be adjourned to a later date and/or time by the vote of the majority of members present in person or by proxy as otherwise permitted by law. Ballots received by the Inspector(s) in properly completed, sealed envelopes will be valid for adjourned 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 ballots at another time. Notice of the recessed meeting will be given as may be required by law. The Inspector(s) will continue to maintain custody of the ballots.

14. **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.

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

- a. Once a quorum is determined present and balloting has been closed by the Inspector(s), the Inspector(s) may open the sealed envelopes and begin the count and tabulation at a duly noticed membership meeting or Board meeting.
- b. Members and candidates may witness the counting and tabulation from a distance of at least 5 feet.
- c. The Inspector(s) are not required to provide members or candidates with information, answer questions, or engage in discussion.
- d. Any witness or observer may be ejected or removed by the Inspector(s) for disruptive, noisy or rude behavior.
- e. Inspectors shall make all determinations regarding ballots and vote counts, including deciding whether to count a ballot for quorum purposes only if the Inspector(s) find they cannot determine the voter's intent.

16. **After Tabulation**

- a. The tabulated results of the election shall be promptly reported to the Board, recorded in the minutes of the next meeting of the Board and be available for review by Association members.
- b. Tie Votes. For election of directors, in the event of a tie vote, 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.
- c. Within 15 days of the conclusion of the election/vote, the Board shall publicize the tabulated results of the election/vote in a communication directed to all the members.
- d. If there is a recount or other challenge to the election process, 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. 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 protecting any information added to a ballot by a member.
- e. The Inspector(s) may establish procedures for the review and recount by members.

17. **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. All candidates and members advocating a point of view shall have access to the common area meeting space, if any exists, for purposes reasonably related to the election or vote, at no charge.

SECTION 6: CLUBHOUSE GUIDELINES

- 6.1- The Clubhouse is available to all homeowners who are in good standing with the Association, for exclusive entertainment of their guests. It cannot be booked for times when an official Association event, such as a Board Meeting or Annual Meeting is planned. Reservations on Holidays will be up to the discretion of the Board of Directors.
- 6.2- A Reservation Form can be requested from the manager. A usage/rental fee will be required for the rental of the facility, in addition to the security deposit. The usage/rental fee will be determined, and adjusted from time to time, by the Board of Directors.
- 6.3- All reservations are on a first come/first served basis, based on Manager's receipt of forms and fees. Reservations must be made at least two weeks in advance, and homeowners may make reservations no more often than once every three months. All reservations should be made through the manager. The total number of guests allowed at an event is twenty (20).
- 6.4- Along with a written reservation application and usage fee, a refundable deposit is also required from the owner for each event, and is determined by the Board of Directors. The deposit will be used to cover the costs of lock replacement if the clubhouse key is not returned, and to ensure that the facility is properly cleaned and the cost of repairs and/or replacements are covered if there is any damage to the facility or its contents. The security deposit will be returned to the homeowner within fourteen (14) days after the event, if all guidelines are met.
- 6.5- The owner who made the reservation shall ensure the cleaning of the facilities directly after usage of the room, and to the satisfaction of the manager. This includes the thorough cleaning of the kitchen, floors, tables, chairs, rest room, and any other rooms entered/used by the owner and their guests and removal of all garbage and trash. Furniture must be returned to original layout. Homeowner is also responsible for ensuring that all lights, heating or air conditioning, and appropriate appliances are turned off, and all windows and outside doors are secured. The Clubhouse should be left in the same condition as released to owner immediately following event, and no later than 10:00 p.m. the night of the event when the Clubhouse must close.
- 6.6- Private parties are permitted solely on the basis of their being of a personal and social nature only, and are not to be related to business, politics, or socialization of funds. No admission fee may be charged. Gambling or other illegal activities are prohibited. No general invitation parties may be given. The homeowner must know all guests.
- 6.7- The owner reserving the room is responsible for all guests' behavior, invited or not, resulting in any damage to the facilities or the Royal Palms Condominium Association complex.
- 6.8- The responsible owner who is reserving the room shall exercise caution and moderation in the use of alcoholic beverages by guests. If a tenant of an owner would like to reserve the recreation room, Royal Palms Condominium Association must receive the owners signature on the reservation form, approving and taking responsibility of the reservation.
- 6.9- Offsite owners who rent or lease their units relinquish their rights to use the Clubhouse. However, the Board of Directors will review written applications received from offsite owners wishing to reserve the Clubhouse facilities for their own use as long as the owner of the unit is willing to co-sign the application and assume same responsibilities.
- 6.10- No alcoholic beverages shall be served or consumed to individuals under the age of 21, nor will you allow persons under 21 to bring their own alcoholic beverages. No smoking, drugs, (this includes Federally banned substances) vapor or electronic cigarettes are allowed inside the facilities.
- 6.11- The owner is responsible for maintaining a moderate noise level. Music and noise shall be inoffensive so as not to interfere with the rights of others to a peaceful and quiet enjoyment.
- 6.12- The Clubhouse is available for reservations and usage Monday through Sunday -8:00 a.m. -10:00 p.m.
- 6.13- The reserving owner is responsible for the security of the Clubhouse and Royal Palms complex during an

event. As such, the owner or their agent agent, shall personally monitor the entrance and exit through the front security gates. Entry gate codes or other restricted information shall not be distributed to any guest, in any printed or electronic manner.

- 6.14 - The homeowner is responsible for the cleanliness, safety, and providing access to all guests and informing them of the Associations parking restrictions. Illegally parked cars will be towed at the vehicle owners expense. No clubhouse guest is allowed to park in any space assigned to a homeowner.
- 6.15 - The homeowner holding the reservation must be present at all times during a schedule event, and is ultimately responsible for the conduct all guests at the event. No wet clothing, bathing suits, etc., are allowed in the Clubhouse . The homeowner is responsible for ensuring that all guests are informed in advance that there is NO LIFEGUARD ON DUTY.
- 6.16 - Reservations are accepted for use of the Clubhouse facilities only. The pool and spa areas, and fitness center may NOT be reserved. Guests at private parties are permitted to use the swimming pool and spa, however, residents have first priority for the use of these facilities and private parties may not interfere with that right. Private parties may not exceed the number of persons allowed in the pool or spa. Again, residents have FIRST PRIORITY.
- 6.17 – All costs for damages and related expenses, whether material or labor, will be the responsibility of the homeowner . This includes expenses for the replacement of items which have been broken, damaged, or missing, with like-items that have been pre-approved by the Board of Directors. These expenses will be deducted from the security deposit being held by the Association. Any excess expenses over the deposit amount will be billed space as a "Special Assessment" directly to the homeowner who reserves the space.
- 6.18 - The Board of Directors will be responsible for the resolution of any complaints regarding parties. Penalties may be assessed and could involve fines and/or restrictions of the use of the facilities.
- 6.19 – Every owner intending to reserve the Clubhouse and facilities shall make all reservations through the Community Manager. By signing the reservation form, the owner agrees to their receipt and understanding of these rules.
- 6.20 - No decor shall be permanently affixed, nailed or taped to any fixture, furniture, wall, or sprinkler heads.
- 6.21 - Owners will be limited to three (3) rentals/reservations of the clubhouse per unit, per calendar year.
- 6.22 - CIVIL CODE SECTION 4515 CLUBHOUSE RESERVATIONS

The provisions of this Civil Code Section 4515 Clubhouse Reservations policy shall control over any provisions to the contrary in the Article 6 Clubhouse Guidelines related to use and reservation of the Clubhouse.

Any Association member or resident may reserve the clubhouse, subject to availability, for a Section 4515 Meeting, defined as a meeting or assembly for purposes related to common interest development living, Association elections, legislation, election to public office, or the initiative, referendum, or recall process. This includes inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with member, residents and their invitees or guests and speak on matters of public interest. The Association shall determine if a meeting qualifies as a Section 4515 Meeting.

The Association member or resident shall not be required to pay a fee, make a deposit, obtain liability insurance or pay the premium or deductible on the Association's insurance policy in exchange for holding a Section 4515 Meeting. A member or resident who wishes to use the clubhouse for a Section 4515 Meeting must submit a completed Section 4515 Clubhouse reservation form. The form is available from the Association manager. Upon submission of the completed Section 4515 Clubhouse reservation form, the Association will determine if the facility is available for the requested date and time.

The Association member or resident who reserved the facility for the Section 4515 Meeting must be physically on-site and present for the entire event, including all set up and post-event cleanup. All persons attending the event will be considered the guest of the Association member who reserved the facility or whose resident reserved the facility. As between the Association and the Association member who reserved the facility or whose resident reserved the facility,

the Association member is responsible for all the acts of every event attendee.

The Association member or resident who reserved the facility for the Section 4515 Meeting is responsible for all set up and take down, cleaning and leaving the facility in the same condition it was prior to the event.

The Association Board may determine, after a Section 4515 Meeting event, if the event was not actually held or conducted for a proper Section 4515 purpose, .e.g., a meeting conducted for commercial purposes or for a celebratory event such as a birthday party. If the Board determines the event was not held for a proper Section 4515 purpose, the Board may, after notice and hearing, levy a special assessment against the responsible member for the cost of the clubhouse reservation as well as impose a fine and suspend future clubhouse reservation privileges.

A Section 4515 meeting may not be combined with any other type event for which the Association Park would charge a reservation fee, deposit or require proof of insurance. The Association reserves the right to cancel the event if the Board determines the event will not be for a Section 4515 Meeting purpose.

The Association is in no way responsible for and shall not make any determination regarding the propriety or accuracy of the opinions, points of view, advocacy or information presented by any person at a Section 4515 Meeting. All persons attending a Section 4515 Meeting do so at their own risk and will be considered the guest of the member who reserved the facility or whose resident reserved the facility. The Association is in no way responsible for the conduct of the Section 4515 Meeting or the safety or security of persons in attendance.

SECTION 7: NON-RESIDENT OWNERS

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

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

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

SECTION 7(A): REGISTRATION OF HOMEOWNERS AND RESIDENTS

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

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

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

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

ROYAL PALMS CONDOMINIUM ASSOCIATION HOMEOWNER AND RESIDENT REGISTRATION FORM

Please complete and return this form via email to Management

Member Name: _____

Property Address: _____

Phone Number: _____

Email Address: _____

Note: You have the right to not provide an email address to the Association.

1. No preference (if no, skip to question 4): Individual notices will be delivered by first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the recipient at the address last shown on the books of the association.

2. Preferred delivery method for receiving notices from the Association is as follows: (you have the option to receive at one or both of the following addresses):

The following mailing address: _____

The following valid email address: _____

3. An alternate or secondary address to which notices from the Association are to be delivered, such as an off-site address or management company (please keep this section blank if you would like all notices to be sent to the property address):

The following mailing address: _____

The following valid email address: _____

4. The name, address and email address of your legal representative, if any, including any person with power of attorney, or other person who can be contacted in the event of your extended absence from the separate interest:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

5. Membership List Opt-Out - Per California Civil Code, Owners are permitted to request an association membership list from Management. Association members may opt out from having their name, address and contact information included on the membership list made available to Association members. To opt out, check the following box. The opt out would remain in effect until changed by the member. Opt Out

6. Is the separate interest (check one): Owner-occupied Rented Vacant

7. Optional. If your unit is rented, please provide the contact information for your tenant:

Tenant Name: _____

Phone Number: _____

Email Address: _____

SECTION 8: STORAGE UNITS

- 8.1- All Storage Units are rented on a month to month term with a cl agreement . The rental period shall a maximum of thirty-six {36} months. If notification of the open space availability does not attract a new tenant, a new rental agreement could be discussed and agreed upon at that time.
- 8.2- When a Storage Unit becomes available, all owners shall be notified of its availability through both postings in the manager's office and mail notification through the monthly statements. In the event of multiple owners' interest in lesser quantity of available storage units, the Board of Directors will determine a fair and reasonable method of assignment.
- 8.3 - The Royal Palms Condominium Association does not monitor the safety or security of the storage units, therefore, does not accept any liability for the contents of these units. Property stored and the space is used at the tenants' sole risk.
- 8.4 - The lock and key for all storage spaces shall be the sole expense of the unit owner who is renting.
- 8.5 - The rental rate may be increased at the discretion of the Board of Directors.
- 8.6 - Any unpaid fees after fourteen (14) days after notification, the tenants stored property will be subject to a claim of lien for unpaid rent and other charges. The contents of the unit may be considered abandoned and sold to satisfy any unpaid fees.
- 8.7 - The storage area shall not be supplied with any electrical poser except for any existing overhead hardwire lighting. Appliances and other devices requiring power may not be stored inside any unit without prior approval from the Board of Directors.
- 8.8 - No owner shall be allowed to rent more than one storage space per unit owned at a time.
- 8.9 - Monthly storage fees will be billed to the unit owners' account. Therefore, the unit owner must co-sign for any Storage Rental Agreements should their tenant be interested in an available storage unit.
- 8.10 - A storage unit is not available to an off-site owner. Units are only available to those who have a permanent or seasonal home at the Royal Palms HOA complex, or their long-term tenant.
- 8.11- Storage units must be occupied by the name of the tenant on the storage rental agreement. No subleasing of storage units is allowed and rental agreements may not be reassigned.
- 8.12 The lease of a storage unit shall terminate and the space shall become available, if the tenant of the storage unit:
 - a. Vacates or sells their unit
 - b. Dies (unless survived by a spouse who is on the title of the property)
 - c. Falls more than fifteen {15} days late paying rent for the space more than twice during any one calendar year
 - d. Stores any materials in the space, hazardous or otherwise, which may create any odor, safety concerns, or unreasonable nuisance to other residents
 - e. Gives a minimum thirty {30} day notice of termination to the on-site manager, in writing
 - f. Violates any portion of the storage policy of rental agreement terms

SECTION 9: MISCELLANEOUS

Garbage and Refuse Disposal:

- 9.1- All trash being removed from the units must be taken directly to a trash enclosure and disposed of inside the trash bin provided. No trash can be left around the exterior of the buildings.
- 9.2 - All trash must be placed INSIDE the trash bins. Any items left outside of the trash bins are not subject to disposal by the refuse collection company and additional fees may be incurred and passed onto the homeowner.
- 9.3 - Large items may be disposed of by contacting the refuse company in advance to schedule a pick up at the owners' sole expense. Any additional fees which may be incurred will be passed onto the homeowner .
- 9.4 - Trash or debris from the inside of a living unit cannot be disposed of anywhere in the common areas. Additional disposal fees may be assessed to an owner for on-site management or employee/vendor pick-up and/or disposal.

Holiday Decorations:

- 9.5 - All holiday decorations (Halloween, Thanksgiving, Christmas, etc.) must be taken down two (2) weeks after the holiday.
- 9.6 - Christmas Trees should not be put into the dumpster areas, but must be disposed of at an off-site or city designation location.

Unsecured Units:

- 9.7 - If a unit is left unsecured (i.e. doors, windows, etc. unlocked or left open) the Association reserves the right to secure the unit at the unit owner's expense.

Exclusive Use Patios

- 9.8 - Each owner shall have the right to place the following on their exclusive use patio/balcony without the need for ARC approval:
 - a. Outdoor patio furniture (recommended in earth tones) without slogans. Outdoor patio furniture is defined as furniture designed, built, and sold as outdoor furniture .
 - b. Potted plants with water catch basins
 - c. Association prohibits any items that pierce the stucco and/or wood areas of the property.

Homeowners must obtain prior ARC approval for any other items they would like to place on their exclusive use balcony and/or patio. Any damage will be the homeowner's responsibility to repair and/or replace.

Barbecues

- 9.9 - Propane gas burners and barbecues which have an LP-gas container with a water capacity greater than 2.5 pounds are not allowed on any patio. (Refer to California Fire Code A Section 308.1.4 which states, "LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds (Nominal 1 pound (0.454 kg) LP-gas capacity) shall not be located on combustible patios within 10 feet (3048 mm) of combustible construction"). Charcoal grills are not allowed on any patio. The use of electric barbecues and LP gas barbecues with a supply bottle of 1 pound or less is permitted. There are several California compliant barbecues that may be utilized. The following is only one example of a California Fire Code compliant barbecue that is permitted on the patios or balconies:

Lowe's
Weber, LP Gas Tabletop Grill
Model #396002
280 sq. inch total cooking area

Accommodations

- 9.10 - Persons seeking an accommodation in application of these rules (or any other Association restriction) due to a disability can submit a written request to the Association specifying the requested accommodation. The request should include information (such as a doctor's note) confirming that the requesting individual has a disability as defined by law and a related need for the requested accommodation. The request does not need to specify the nature of the disability. Upon receipt of such a request, the Association anticipates engaging in an interactive dialog with the individual seeking the accommodation on whether the requested accommodation is appropriate and, potentially, whether there are alternatives to the requested accommodation that would still provide the individual with equal opportunity to use and enjoy their dwelling within the Association.

SECTION 10: FINE POLICY

- 10.1- Any owner found in violation at a hearing by the Board of Directors of the CC&R's, Bylaws, and/or Rules and Regulations shall be fined based on the schedule below.
- 10.2- Fines shall be in addition to an assessment levied to reimburse the Association for any and all expenses and costs, at the discretion of the Board of Directors.
- 10.3- Failure to comply with the Rules and Regulations concerning vehicles may also result in the Association having the vehicle towed away and impounded at the vehicle owners' expense.

1st Violation: A warning letter will be sent to the homeowner. In certain circumstances, at the discretion of the Board of Directors, this procedure may be accelerated and the Board of Directors has the right to waive a warning letter and immediately call the homeowner into a hearing. Warning or fine up to \$250.00.

2nd Violation: \$250.00 per violation or \$250.00 per month, continually, until in compliance

3rd Violation: \$400.00 per violation or \$400.00 per month, continually, until in compliance (same offense)

4th Violation: \$750.00 per violation or \$750.00 per month, continually, until in compliance (same offense)

Additional Violations for the same offense: up to \$1,000.00 per month, continually, until in compliance.

Suspension: Common area privileges may be suspended at any time, at the discretion of the Board of Directors

Assessment: May be levied to reimburse HOA expenses

SECTION 11: ASSESSMENT COLLECTION POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Royal Palms Condominium Association ("Association"), and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments pursuant to the Davis-Stirling Common Interest Development Act (Civil Code ("CC") §4000, et seq.) (the "Act"), and the Declaration of Covenants, Conditions, Restrictions and Reservations of Easement for Royal Palms Condominium Association recorded on August 3, 2005, as Instrument No. 2005-0626907 ("CC&R's"). The Board has adopted this Assessment Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to CC §5310(a)(7):

1. **Due Dates:** Annual assessments shall be paid in equal monthly installments. Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (CC&R's, Article IV, Section 4.1; CC §5650(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.
3. **Late Charges:** Unpaid monthly assessment installments are delinquent 15 days after they are due. (CC&R's, Article IV, Section 4.10; CC §5650(b)). A late charge not exceeding ten percent (10%) of the delinquent assessment or \$10.00, whichever is greater, will be charged for any assessment which is not paid in full within 15 days of the due date.(CC&R's, Article IV, Section 4.10; CC §5650(b)(2))
4. **Interest:** Interest on the balance due will accrue at the rate of 12% per annum, commencing thirty (30) days after the assessment becomes due. (CC&R's, Article IV, Section 4.10; CC §5650(b)(3))
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
6. **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at their address or addresses on file with the Association. The owner may be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
7. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. (CC §5260(b)) Any such request must be mailed to the Association in a manner that complies with CC §4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
8. **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC§5855. The Association will not deny an owner or occupant physical access to their separate interest by way of any such suspension of privileges. (CC §4510)
9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660, by certified mail to the

owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

10. **Opportunity to Meet and Confer and/or Request ADR**: An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act ("ADR"). (CC §5660)
11. **Right to Request a Payment Plan**: Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with any standards for payment plans adopted by the Association.
12. **Lien**: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's property. (CC §5675) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673)
13. **Notice of Recordation of Lien**: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5678(e)) Any lien recorded by the Association will remain as an encumbrance against the property until the debt secured thereby is satisfied.
14. **Dispute Resolution**: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the property, and if so requested by the owner, shall participate in IDR and/or ADR pursuant to CC§5705. The decision to pursue IDR or a particular type of ADR shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.
15. **Foreclosure of Lien**: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. (CC §5720(b)(2)) The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.
16. **Notice to Owner of Decision to Foreclose**: If the board of directors decides to initiate foreclosure upon a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the property or to the owner's legal representative. The board shall provide written notice to an owner of property who does not occupy the property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's property shall be treated as the owner's mailing address. (CC §5705(d))
17. **Release of Lien Upon Satisfaction of Debt**: Within 21 days of full payment to satisfy a lien, and after confirmation that such payment has cleared, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685(a))
18. **Right to Inspect Records**: Owners have the right to inspect certain Association records pursuant to Article 5 of the Act.

19. **Association's Addresses**: Any payments, notices or requests sent to the Association should be sent to the following addresses:

Regular payments:
Royal Palms Condominium Association
c/o Progressive Association Management
P.O. Box 610607
San Jose, CA 95161-0541

Overnight payment of assessments, notices, or requests:
Royal Palms Condominium Association
c/o Progressive Association Management
1290 N. Hancock Street Suite C103
Anaheim, CA 92807

Or on-line at <https://progressiveam.cincwebaxis.com/>

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

SECTION 12: POLICY ON ACCESS TO COMMON AREA VIDEO CAMERA RECORDINGS

The Royal Palms Condominium Association maintains surveillance cameras and related equipment covering portions of the Common Area. The cameras are not directed at or focused on individuals or individual residences. It is not the intention for the surveillance cameras to be directed at any units.

The purpose of the surveillance equipment is to record the activities taking place on the common areas so as to deter and capture on film damage to Association property (for example, the gates and related mechanisms).

The surveillance cameras are NOT intended to provide security to any resident's person or property. Residents should continue taking all reasonable steps to ensure their own personal safety and security of their persons and property.

The common area activities captured by the surveillance cameras may be used in case of damage to Association property or for other Association use.

The data will be accessed only by designated Board members or Board authorized personnel or agents and only for Board-designated purposes. The data may also be accessed by or turned over to a police or law enforcement agency and personnel, as appropriate or required.

In general, video data will be stored from zero to 14 days but may be stored for longer periods of time as determined by the Board of Directors or the Association's general manager.

In circumstances such as power interruptions, equipment malfunction and the like, data may fail to record. The Board may also, in its sole discretion, cease recordation and storage of data at any time.

The video data is the Association's property and for the Association's use in performing the Association's functions, including enforcement of the Association's rules and regulations.

Any video which may be used in an Association disciplinary or enforcement proceeding may be viewed, in advance of the hearing, upon the written request of the accused member or designated representatives.

Subpoenas and Court Orders. The Association will comply with validly issued subpoenas and court orders for production of this information to the extent of the data in its possession.

SECTION 13. DUTY TO INSPECT UNIT; WATER/MOISTURE INTRUSION AND MOLD

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

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

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

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

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