

Operating Rules (Required Civil Code Sec. 4525)
Aperture Owners Association

Order: K9MNQN22R
Address: 1494 Union St Unit 908
Order Date: 02-06-2026
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EXHIBIT "C" – MAINTENANCE LIST

The following is a listing of the items within the Community, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Section 7.3 of the Restated Declaration. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the Governing Documents or supersede the Owner's obligations under Section 7.15 of the Restated Declaration or any other similar provision in the Governing Documents. Unless otherwise noted, the assignment of a component to either the Owners or the Association includes all cleaning, maintenance, repairs, replacements, and removal.

COMPONENT(S)	OWNER	ASSOC
Air Conditioning System – Each Unit	√	
Appliances - Built-in– Each Unit	√	
Appliances - Free Standing– Each Unit	√	
Balcony Deck Structure		√
Balcony – Railing		√
Balcony – Railing – Painting, Maintaining, Repairing and Replacing		√
Balcony – Glass Wind Screen – Cleaning, Maintaining, Repairing and Replacing (Unless Cleaning Delegated to Owners)		√
Bathtub Waste and Overflow– Each Unit	√	
Cabinets - in Units	√	
Cable Television Wiring Serving Individual Unit	√	
Carpeting - in Units	√	
Caulking – Exterior		√
Caulking – Interior of Unit	√	
Ceilings (Soffits in Unit)	√	
Common Area Improvements		√
Cooling Tower		√
Doorbell – Unit Exterior Components/Button Switch	√	
Doorbell – Unit Interior Components; Wiring	√	
Doors - Unit - Entry - Frame & Door	√	
Doors – Unit - Entry - Locks and Hardware	√	
Doors – Unit Entry - Painting - Exterior Surface		√
Doors – Unit -Entry - Painting - Interior Surface	√	

Doors – Unit - Entry - Weather Stripping/Waterproofing	√	
Doors – Unit - Interior	√	
Doors – Unit - Screen	√	
Doors – Unit - Balcony and Patio Doors – Frame, Tracks, Glass, and Screen	√	
Drainage Systems (e.g., ditches, catch basins)		√
Drains - Bathtubs, Showers, Sinks Serving Unit	√	
Dryer Booster Motor	√	
Drywall - Damage Repairs (e.g., cracks, inside minor localized water damage, dents, holes, etc.)	√	
Drywall - Interior - Replace	√	
Electrical Panel/Circuit Breakers – Within Unit	√	
Electrical Switches, Sockets, Wall Plates – Within Unit	√	
Electrical Wiring – Exclusively Serving a Single Unit	√	
Electrical Wiring –Serving More than One Unit		√
Exhaust Fans - Unit	√	
Exterior Building Surfaces		√
Exterior Lighting Fixtures (Common Area)		√
Fire Sprinklers and System		√
Floor Coverings - Carpet, Vinyl, Tile and Wood	√	
Garage - Concrete and Asphalt Surfaces and Drains		√
Garage Gate Remote – Each Unit	√	
Garbage Disposal	√	
Gas Lines – Serving Single Unit	√	
Gas Lines – Serving More than One Unit		√
Glass - Unit Windows/Doors	√	
Grease Interceptor	√	
Hose Bibs/Exterior Plumbing Fixtures		√
Insulation for Unit	√	
Internet Access Wiring – Serving One Unit	√	
Internet Access Wiring – Serving More Than One Unit		√
Landscaping (Potted Plants) – Unit Balconies	√	
Landscaping - Common Area		√

Landscaping (Potted Plants) – Unit Patios	√	
Lighting Fixtures - Common Areas		√
Lighting Fixtures - Inside Units	√	
Lighting Fixtures - Outside – Unit Patio or Balcony	√	
Mailboxes		√
Painting – Unit Interior	√	
Plumbing Fixtures – Within Unit (Toilets/Tubs/Sinks/Faucets, etc.)	√	
Plumbing Drain and Utility Lines - Exclusively Serving a Single Unit	√	
Plumbing Drain and Utility Lines – Serving More Than One Unit		√
Pressure Regulators		√
Sewer Lines and Back- Ups - Common Use Portion of Line		√
Sewer Lines and Back-Ups – Serving One Unit - Single Use Portion of Line	√	
Slab - Structural		√
Smoke Alarm – Central		√
Smoke Alarm – Within Unit	√	
Spraying for Household Pests (Ants, Fleas, etc.)	√	
Spraying for Pests in Common Area		√
Storage Spaces in Garage	√	
Telephone Wiring - Serving One Unit	√	
Termite Inspection for Refinance or Sale of Separate Interest	√	
Toilet - Wax Ring	√	
Vent – Bathroom and Dryer – Located within Unit, Including within Soffit	√	
Vent – Bathroom and Dryer – Exhaust Located in Common Area Perimeter Wall		√
Walls - Bearing, Studs, Frames, Tiedowns, Other Structural Items		√
Walls - Non-bearing in Unit	√	
Wallpaper/Paneling in Unit	√	
Window - Unit - Flashing/Waterproofing/Frames		√

Window – Unit –Handles	√	
Window - Unit – Frames		√

deductible applicable to the covered claim. If the submitted claim is not covered by the Association's insurance, or the Board elects not to submit the claim, the responsible Owner shall be responsible for the total cost of repair.

All repairs performed to correct any damage shall be sufficient to return the damaged property only to its condition prior to the damage, with upgrades as may be required to conform to any applicable building codes in effect at the time the damage is repaired.

7.15 Limitation of Liability. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to or loss of any property, or the cost of repair or replacement of any damaged property or portions of such Owners' Separate Interest or Exclusive Use Area, unless such damage is caused by the gross negligence of the Association, its Board, officers, agents or employees.

7.16 Damages to Separate Interest; Water Intrusion Damage. Each Owner shall be solely responsible for the repair of any damage to any and all interior items of his or her Separate Interest, and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, or any exterior items such as landscaping, caused by any component or improvement maintained by the Association, including water intrusion from any source maintained by the Association. An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property, or the cost of repair or replacement of damaged improvements for which such Owner is responsible. The Association shall not be liable for damage to property in the Project resulting from water which may leak or flow from outside of any Separate Interest or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

Owners shall cause notice to be given to the Association of any water within, or water intrusion into, their Separate Interest immediately upon discovery of such leak or water intrusion. Within twenty-four hours or sooner of the discovery of a leak or water intrusion, Owner shall cause all water to be extracted, and the Separate Interest cleaned. If Owner has not had water extraction and cleaning performed within forty-eight hours of discovery of the leak or water intrusion, the Association may cause such work to be done and assess the cost of the work to the Owner. The Association is authorized to enter the Separate Interest to perform water extraction and related repairs on an emergency basis. If repairs are required to a Separate Interest following a leak or water intrusion, Owner shall cause all work to be performed by a licensed contractor experienced in water extraction and mold remediation. Containment procedures designed to prevent contamination of the affected Separate Interests, other Separate Interests and the Common Areas shall be utilized. Owner and his or her tenants, guests, invitees, agents and employees shall hold the Association harmless for any claim for property damage or personal injury alleged to arise from the presence of mold or fungi in his or her Separate Interest unless the damages or injuries were caused by the gross negligence of the Association, its Board, Officers, agents or employees.

Key Control Policy
Aperture
1494 Union Street
San Diego, CA 92101

PURPOSE

1. The purpose of this Key Management Policy is to help protect the life, property, and security of this facility and all its occupants.
2. It shall serve as the framework by which all keys and access credentials will be managed, issued, duplicated, stored, controlled, returned, replaced, and accounted for by the Key Control Manager (“KCM”).
 - 2.1 The Aperture Homeowners’ Association (“HOA”) Board of Directors has appointed the Association’s Community Manager with Action Property Management as the current KCM.
 - 2.2 This policy shall apply to all keys and fobs including those to all space, office equipment, padlocks, lockers, safes, etc. owned, operated, or controlled by the HOA.
3. This Policy seeks to establish a recorded chain of accountability and access for all credentials, key holders, and locations.
4. This policy seeks to implement a proper key control process and then preserve it by restoring security in a timely manner whenever key control has been threatened or compromised.

POLICIES AND PROCEDURES

General

5. The following represent the basic and most critical elements of key control and shall be included, **as a minimum**, in the key control policy.
 - 5.1 HOA Board of Directors shall appoint a Key Control Manager to implement, execute, and enforce key control policies and procedures.
 - 5.2 All keys remain the property of the HOA.
 - 5.3 A policy and method for the issuing and collecting of all keys shall be implemented.
 - 5.4 Keys and key blanks shall be stored in a locked cabinet or container, in a secured area.
 - 5.5 A key inventory list shall be created and maintained in a computerized format by the KCM.

Identifying Keys

6. All issued keys should be numbered to provide a unique identifier for every copy.

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7. The use of standard key coding to mark keys is recommended.
8. Keys should NOT be marked with 'Master' or any variations thereof (e.g. M, MK, GMK, or GGMK) to indicate master keys.
9. Keys should NOT be stamped with bittings.

Storing Keys

10. Keys shall be stored in a locked cabinet or container, in a secured area.
11. Keys shall be stored with key rings and tags of a tamper resistant design so that keys cannot be removed from the ring and tag by a key holder.

Record Keeping

12. A key inventory list shall be maintained in a computerized format that allows for easy access to key information, which at a minimum should include:
 - 12.1 Key identity: inventory, or sequence number.
 - 12.2 Locations: Room number or description and/or usage.
 - 12.3 Key holders: Name, address, ID #, telephone #, signature, key deposit (if any).
 - 12.4 Issue Date and Return date: All keys should be tracked with an issue date and a return due date and time.
13. All key records shall be kept current at all times and are to be considered high security and confidential.

Issuing Keys

14. A key should be issued only to individuals who have a legitimate and official requirement for the key as determined by the KCM in accordance with building policy. A requirement for access alone, when access can be accomplished by other means (such as unlocked doors, request for entry, intercoms, timers, etc.), shall not convey automatic entitlement to a key.
15. A photo ID or photocopy shall be retained and a standardized form shall be used to collect key holder information and key holder signature before issuing keys.
16. All keys should be tracked with a return due date and time, especially temporary issue keys.
17. Keys must be personally picked up, not mailed.
18. Individuals may be issued only one copy of each keyset.

19. To enforce effective key control, the HOA Board of Directors may choose to impose a deposit for each key issued.

Possessing Keys

20. No person shall knowingly receive, borrow, or possess any key for any space without receiving permission from the KCM.

21. No person shall knowingly tamper with, alter, duplicate, copy, or make a facsimile of any key to a lock of a facility building or property without receiving permission from the KCM.

22. Key holders shall use assigned keys for access to authorized locks only.

23. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name.

24. Key holders shall not loan their key(s).

25. Keys shall not be transferred from one individual to another without proper authorization and record keeping from the KCM.

26. Key holders shall not use their key(s) to grant access to non-authorized individuals.

27. Key holders shall immediately report any lost, missing, stolen or damaged keys.

27.1 In the event that facility keys are lost or stolen, it shall be policy to change or re-combine immediately any cylinders accessible by the lost key(s).

27.2 All re-keying charges and a lost key fee must be paid by the individual, or company responsible for losing the key.

27.3 Rekeying charges shall be determined by the number of locks operated by the lost or stolen key(s).

27.4 If any individual has two or more separate incidents of lost, stolen, or non-returned key violations within a one-year period, key privileges may be revoked.

28. Persons entering locked buildings or spaces are responsible for re-securing all doors and shall not prop open any doors.

29. Individuals shall not store keys in desk drawers or other unsecured areas.

30. Found keys must be turned into the KCM.

Returning Keys

31. All keys shall be returned to the KCM by the authorized key holder.

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32. When keys are returned, any key deposit will be refunded and a key return receipt shall be issued to the key holder.

33. Keys that are no longer required for authorized purposes shall be returned to the Key Control Manager (KCM).

34. Violations of any of these enforcement policies may result in disciplinary action including, but not limited to, termination of vendor contract.

Audits

35. On at least an annual basis, the KCM will determine that the proper accountability of keys is being maintained. With regard to non-fob keys, the audit shall be completed by conducting random key checks that sample the keys being carried by at least 25% of all key holders. With regard to key fobs, the audit shall consist of review of access logs to ensure that no vendor code or vendor fob is being used in a manner deviating from established policies. In the event the key system is compromised, the KCM will undertake an immediate audit, and employ corrective measures.

36. It is recommended that, under normal circumstances, all keys and cylinders should be changed, or at least evaluated for change, at intervals not exceeding five years. A comprehensive audit of homeowner key fobs should be performed every five years.

Servicing

37. Preventative maintenance shall be performed regularly to ensure proper operation of keys and locks and to maintain security.

38. Worn keys shall be replaced to avoid breakage.

39. Worn or poorly functioning cylinders shall be replaced to maintain proper security.

APPENDIX A

Key Request Form (Use one form for each key only)

Keyholder Name _____
Company _____
Phone _____

Key# _____ Copy# _____ Mfg. _____

Key Location(s) _____

Key Issue Agreement: In return for the loan of this key, I agree:

- 1) not to give or loan the key to others;
- 2) not to make any attempts to copy, alter, duplicate, or reproduce the key;
- 3) to use the key for authorized purposes only;
- 4) to safeguard and store the key securely;
- 5) to immediately report any lost or stolen keys;
- 6) produce or surrender the key upon official request.

I also agree that if the key is lost, stolen, or not surrendered upon request all re-keying charges plus a lost key fee will be assessed and must be paid.

Key holder Signature _____ Date _____

Deposit Amount _____

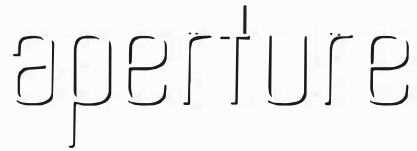
ISSUE DATE _____

RETURN DATE _____

KEY NOT RETURNED (explain):

Signature _____

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ASSESSMENT COLLECTION AND FULL PAY POLICY FOR ASSESSMENTS

1. DUE DATES: All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than **thirty (30) days** after it is imposed.

2. PAYMENT RECEIPTS / OVERNIGHT PAYMENT LOCATION: Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

Aperture Owners Association

c/o MRoland Management Services
3752 Park Blvd., Ste. 701
San Diego, Ca 92103

3. APPLICATION: Payments received on delinquent assessments shall be applied to the Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, *i.e.*, in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, or any other amount due to the Association which result in continued delinquencies.

4. LATE CHARGE: All assessments shall be delinquent if not paid within **fifteen (15) days** after they become due and will result in the imposition of a late charge of **ten percent (10%)** of the delinquent assessment or **ten dollars (\$10.00)**, whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

5. LATE LETTER: If a delinquent assessment payment is not paid within **twenty-five (25) days** after it becomes due, a late letter will be sent to the member reminding them of their obligation to pay assessments in a timely manner.

6. INTEREST: If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of **twelve percent (12%)** OR the rate specified within the CC&Rs, whichever is less.

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7. **SECONDARY ADDRESS:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

8. **PAY OR LIEN LETTER:** If an assessment payment from the Owner is not paid within **thirty-five (35) days** after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1 and the failure to pay continues through July 5th, then the June assessment would not have been paid within **thirty-five (35) days** after its original due date), a notice of delinquency (Pay or Lien Letter) shall be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pay or Lien Letter shall provide at least **thirty (30) days'** written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of: (a) the principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pay or Lien Letter.

9. **INTERNAL DISPUTE RESOLUTION PROCESS*:** The Association shall offer to meet and confer with a delinquent Owner to resolve any dispute related to the total amount due from the delinquent Owner to the Association and/or the Association's Collection Policy ("Meet and Confer Offer"). The Association's Meet and Confer Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her/it's written request to facilitate the meet and confer with the Association, which written request must be received by the Association within **twenty (20) days** of the date of the Meet and Confer Offer. The Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its CID Manager to participate in the meet and confer with the delinquent Owner. Prior to recording a lien for delinquent assessments, the Association shall participate in any meet and confer so accepted by the delinquent Owner, provided, however, that the Owner's acceptance of the Association's Meet and Confer Offer is made within **twenty (20) days** of the date of the Meet and Confer Offer.

*Pursuant to a 1994 California decision, *Park Place Estates Homeowners Association, inc. v. Naber* (1994) 29

Cal.App. 4th 427, the appellate court held that homeowners have an independent obligation to pay monthly assessments and do not have a right to set off or withhold payments of assessments.

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10. SHOW CAUSE HEARING: Additionally, a delinquent Owner may be given a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges and/or (b) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing").

The notice and hearing procedures shall be in accordance with the following:

- a. Written notice shall be mailed to the Owner not less than **ten (10) days** prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;
- b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;
- c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his/her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.
- d. After the Show Cause Hearing, the Board of Directors shall provide within **fifteen (15) days** written notice to the Owner of the suspension of any Membership Privileges.

11. ASSESSMENT LIEN:

- a. If the delinquent Owner does not bring his/her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors shall approve the recordation of an assessment lien against the delinquent Owner's property. The Board's decision to record the assessment lien shall be by a majority vote of a quorum of the Board members at an open Board meeting. The Board's action should refer to the Lot/parcel number of the property that is delinquent, rather than the name of the Owner. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessments), the then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent Owner's property.

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b. **At the same time, the Association shall advise the Association's collection agent/bank that it should accept no further monies from this delinquent Owner until the assessment lien has been paid in full.** Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was ade by the delinquent Owner. A charge of up to \$425.00 for attorneys' fees shall be charged to the Owner at this stage (pursuant to *Civil Code* § 1366.3(a)).

12. Pre-Foreclosure Actions:

a. No earlier than **thirty (30) days** after the Notice of Assessment lien has been recorded, the Association shall make a written pre-foreclosure offer to meet and confer with the delinquent Owner, consistent with the process identified in paragraph 8 herein (except that the timeline for the delinquent Owner to accept a meet and confer would be **thirty-five (35) days** from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with *Civil Code* §5925, *et. seq.* ("IDR/ADR Offer"). Owner shall have **thirty-five (35) days** from the date of the IDR/ADR Offer to decide whether or not Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. Prior to initiating foreclosure, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote of a quorum of the Board of Directors. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the lot/parcel number of the property that is delinquent.

c. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than **twelve (12) months** ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and *Civil Code* §5700. The procedure used shall be private foreclosure pursuant to *Civil Code* §2924, *et seq.*, and *Civil Code* §1367. The foreclosure action shall include:

i. **A Notice of Default and Election to sell shall be recorded** at the County Recorder's Office and a **ninety (90) day** reinstatement period shall begin.

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ii. **A Title Report** shall be obtained from a title company at a cost of approximately \$350.00 and this shall also be charged to the delinquent Owner.

iii. Furthermore, an additional \$300.00 attorneys' fees and costs shall be charged at this stage.

13. If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association shall file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post-judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant.

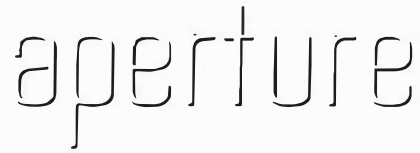
If the delinquency is still not cured **ninety (90) days** after the Notice of Default and Election to Sell was recorded, the attorney shall proceed to record and publish the **Notice of Trustee's Sale**. This Notice must also be published three (3) times during a three-week period and posted in a public place. At this final stage, there shall be additional publication costs, as well as attorneys' fees of \$125.00. If a non-judicial foreclosure sale is completed by the Association against the delinquent Owner's property, the Owner shall have the right to redeem the property for a period of time up to and including **ninety (90) days** after the date of the Trustee's Sale.

15. When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien which shall be recorded in the County Recorder's Office of San Diego County, California within **twenty-one (21) days** of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the Unit.

16. PAYMENT PLAN STANDARDS: The Association hereby establishes the following payment plan standards:

a. **Payment within 60 Days:** If an Owner can bring himself/herself/itself current within **sixty (60) days**, inclusive of assessments which accrue within the **sixty (60) days** of the payment plan, the Association will forbear filing an Assessment Lien and the Owner will not incur the Assessment Lien costs if the payment plan is strictly followed. The payment plan shall include an administrative cost of \$75.00. By agreeing to the **sixty (60) day** payment plan, the Owner further agrees that if he/she/it fails to make any of the payments identified in the payment plan, the Association shall have the right to file an Assessment Lien without recommencing the pre-lien or Pay or Lien Notice process.

b. **Payment Exceeding 60 Days:** In light of the length of time of this payment plan, payment plans exceeding **sixty (60) days** shall require that the Association record its Assessment Lien to establish itself as a secured creditor. The payment plan shall also include an administrative cost of \$100 or \$25.00 per month of each month of the plan, whichever is greater. All costs related



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to the recordation of the Assessment Lien shall be part of this payment plan. The payment plan would require payment of all delinquent assessments amortized over the length of the payment plan, along with all assessments which will accrue during the payment plan. The Association shall further require that the Owner sign a Forbearance Agreement which identifies his/her/its obligations of repayment consistent with the payment plan and further provides that if there is a default under the payment plan, the Association can proceed with the collection process as particularly identified within the Forbearance Agreement. Payment plans under this paragraph 13.b should normally not exceed **six (6) months**.

17. REQUEST FOR PAYMENT PLAN: An Owner may submit a written request to the Association for a payment plan consistent with either paragraph 13.a or 13.b above. An Owner can also submit a written request to meet with the Board to identify which payment plan the Owner chooses, as identified in paragraph 13 above. The Board is required to meet with the Owner in executive session within **forty-five (45) days** of the postmark of the request for the meeting, if the request is mailed within **fifteen (15) days** of the date of the postmark of the Pay or Lien Notice. If there is no regularly scheduled board meeting within the **forty-five (45) day** timeline, the Board has designated the Assessment Dispute Resolution Committee to meet with the Owner.

Aperture HOA Policy for Short-term Rentals and Fine Schedule for Non-Conformance

Per HOA policy, short-term rental advertising and short-term rentals are not permitted at Aperture. Short-term rental advertising and short-term rentals are defined as any of the following:

- Any advertising of a condo for rent, let or sub-let for less than the minimum required rental period of twenty-six (26) days. This includes, but is not limited to, advertising with services such as VRBO.com, AirBnb.com, etc. Print media advertising that targets short-term renters such as tourists, business travelers, etc. is also prohibited.
- Renting of a condo for less than the minimum required rental period of twenty-six (26) days. Letting or sub-letting of a condo where payment or other consideration is made in exchange for the use of the condo for less than the minimum required rental period of twenty-six (26) days is also prohibited.
- Renting of a condo that does not include a written lease or rental contract. All leases and rental contracts must include specific tenant / renter information such as name and phone number as well as a specified rental term that is not less than the required rental period of twenty-six (26) days. Copies of all leases and rental contracts must be provided to Management no later than ten (10) days after the start of the rental term.

Any Owner found responsible by the HOA Board for violating the short-term rental policy shall be fined as follows:

A. For first time violation:

1. Web or print advertising for short-term rental - \$1,000
2. Actual short-term rental - \$1,000
3. Failure to provide tenant information to Management - \$1,000

Up to \$3,000 fine possible.

B. For second violation, the above fines increase to \$2,000 for each component (Up to \$6,000 fine possible).

C. For third violation, the above fines increase to \$3,000 for each component (Up to \$9,000 fine possible).

D. For fourth violation, the matter will be referred to the Association's legal counsel and additional fines and penalties, including a lien and/or a forced sale of the Residential Unit, will be considered and may be levied against the Owner. If a lawsuit is filed, the Owner may be liable for the Association's costs and fees.

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Aperture Owners Association
Short Term Rental Policy and Fine Schedule
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- E. Any Owner who rents his/her Residential Unit for any period of time must provide the tenants' names and contact information (email and phone) to Management no later than twenty-four (24) hours after the tenant takes occupancy.
- F. An Owner may be fined for any one or more of the above violations. For example, for a first violation if an Owner is found to have placed an ad for a short-term rental and a short-term tenant is actually discovered renting at Aperture, the Owner may be fined \$2,000. If the Owner has violated all three components, he/she may be fined up to \$9,000 for a third violation.
- G. When evidence is discovered that a violation has occurred, written "Notice of Hearing" will be sent to the Owner via certified mail to the last address of the Owner shown on the Association's records. Additionally, a copy will be sent to the Owner's e-mail of record.

Adopted by the Board of Directors on March 22, 2017.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
APERTURE OWNERS ASSOCIATION (hereinafter "Association")
A California Nonprofit Mutual Benefit Corporation**

Re: Internal Dispute Resolution Process

WHEREAS, *Civil Code* §5905 requires that the Association provide a fair, reasonable and expeditious procedure for resolving disputes between an association and a member involving their rights, duties, or liabilities;

WHEREAS, the Board of Directors desires to comply with all applicable Civil Code;

WHEREAS, the Association desires to adopt an IDR Process.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with *Civil Code* §5900 *et seq.*, Aperture Owners Association adopts the following internal dispute resolution policy and procedure to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (*Civil Code* Section 4000 *et seq.*) and Section 7110 *et seq.* of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Dispute(s)"). The law requires an association to provide a fair, reasonable, and expeditious procedure for resolving such Disputes between the Association and owners, and further authorizes the Association to develop its own procedure for these purposes, known as "IDR" or "meet and confer."

Either party to a Dispute may invoke the following procedure:

- (1) One party may request the other party meet and confer in an effort to resolve the Dispute. This request for IDR shall be in writing and shall include a brief description of the Dispute between the parties.
- (2) A member of the Association shall not be charged a fee to participate in this process.
- (3) An owner may refuse a request to meet and confer; however, the Association shall participate in IDR and shall not refuse a request to meet and confer.
- (4) The Association shall respond to a request for IDR within thirty (30) days of receipt of the written request to meet and confer. Although not required to participate, in the event an owner does not respond to the Association's request for IDR within thirty (30) days of the request, the request will be deemed rejected.
- (5) The Association's Board of Directors may designate a member of the Board to meet and confer. If a majority of the Board participates in IDR, the meeting shall be held in executive session.
- (6) IDR must be completed within ninety (90) days of receipt of the written acceptance of IDR by either party.
- (7) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. If the parties cannot agree on a mutually agreeable time or location, the meet and confer shall take place at the next regularly scheduled Board meeting, to be held in executive session, notwithstanding the limitations set forth in Paragraph 6 herein.

- (8) IDR meetings will be one hour in length. By requesting or agreeing to participate in IDR, the parties agree to commit one hour to the effort to resolve the dispute.
- (9) The owner and Association, respectively, may be assisted by an attorney or another person at his, her or its own cost and expense when conferring. Owners shall provide the Association with written notice that he/she/it will be assisted by an attorney or another person at IDR at least five (5) business days prior to IDR. Should the owner attempt to bring an attorney or another person to IDR without first notifying the Association of such intention, as required herein, IDR shall be cancelled and may be rescheduled to a mutually convenient time and place as agreed upon by the parties.
- (10) A resolution of the Dispute or an agreement reached between the parties shall be memorialized in writing and signed by the parties, which may include the Board designee on behalf of the Association.
- (a) A written resolution, signed by both parties, of a Dispute that is not in conflict with the law or the Association's governing documents binds the Association and is judicially enforceable, provided the resolution complies with Paragraph 11 below.
- (b) A written agreement, signed by both parties, that is not in conflict with the law or the Association's governing documents binds the parties and is judicially enforceable, provided the resolution complies with Paragraph 11 below.
- (11) The signed written agreement or resolution binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the Association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee, if any, or the agreement is ratified by the Board of Directors.
- (12) Appeals: If the owner participates in IDR, but the Dispute is resolved other than by agreement of the owner, the owner shall have a right of appeal to the Board. The appeal must be in writing and submitted to the Board within thirty (30) days of the meeting.

CERTIFICATE OF SECRETARY

I certify that I am the duly appointed and acting secretary of APERTURE OWNERS ASSOCIATION, a California Nonprofit Mutual Benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on January 27, 2015 and entered in the minutes of such meeting in the Minute Book of the corporation.

DATED: _____ APERTURE OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

By: _____

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Address: 1494 Union St Unit 908
Order Date: 02-06-2026
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Aperture Rules and Regulations



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Appendix

Listing Broker and Agent Entry Authorization Form

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Rules and Regulations

These Rules and Regulations have been established to serve as comfortable guidelines for enjoying Aperture without infringing on the rights and common benefits of Owners within Aperture. In maintaining the quality of Aperture, observing and enforcing these Rules and Regulations are the responsibility of each Owner and such Owner's family, residents, tenants and guests.

These Rules and Regulations are adopted by the Board of Directors ("**Board**") of the Aperture Owners Association ("**Association**") as authorized by the Declaration of Restrictions for Aperture ("**CC&Rs**"), and shall be binding upon all Owners and such Owners' family, residents, tenants, guests, invitees, agents and others. All Owners have been given copies of the Bylaws of the Association and the CC&Rs (collectively and together with these Rules and Regulations, ("**Governing Documents**") and are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties and obligations of each Owner. Every Owner shall be responsible for any violations of the Governing Documents occurring by such Owner or such Owner's family, residents, tenants, guests, invitees and agents.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these Rules and Regulations carefully and be sure your family, residents, tenants and guests understand these Rules and Regulations fully. If there are any questions, or if you do not have copies of the Governing Documents, please contact the Association's property management company ("**Management**"). These Rules and Regulations are subject to changes, additions and/or amendments by the Board as necessary.

Association Property

1. Each Owner is liable to the Association for any damage to the Association Property, landscaping, equipment, fixtures, or improvements that is sustained by the negligence or misconduct of such Owner or such Owner's family, pets, residents, tenants or guests.
2. No person may drill, nail, or otherwise penetrate Association Property walls (except party walls to the extent permitted in these Rules and Regulations below), ceilings or floors for any purpose. Please refer to the Architectural Guidelines for more information.
3. No person may place furniture, signs, potted plants, doormats, or other such items outside the front door of a Unit.
4. No solicitations are allowed within Aperture. This includes the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other such methods. Please report this type of violation to Management immediately.
5. Skateboards, roller-skating, or other such devices are not allowed on walkways or on any other portions of the Association Property.

6. The roof area and related mechanical rooms are strictly off limits except in an event of an emergency situation or to the extent access to such areas is required to conduct necessary repairs.

7. Smoking is prohibited in any interior portion of the Association Property, including building lobby, corridors, garage, elevator lobbies and elevators.

8. At no time may an Association Property garage or perimeter door or gate be propped open or be allowed to remain open for any extended period of time. This may defeat safety systems in place, if any, within Aperture.

9. Parents and guardians are responsible for the conduct of their children. Children must not be allowed in the building lobby, corridors, garage, elevator lobbies, elevators, or any other portions of the Association Property unless accompanied by an adult.

10. Owners will be responsible for any and all action of their guests, tenants, invitees, contractors, employees, agents and anyone on the premises of Aperture by their instruction, invitation or permission.

11. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to a Residential Unit, except for notices which may be posted by Management or the developer.

12. Dusting, brushing, or cleaning personal belongings in any portion of the Association Property is prohibited. Throwing, sweeping or dropping anything from a Unit, balcony or patio onto another balcony, patio or other portion of the Association Property is prohibited.

13. Residents and their guests may not borrow or remove any furniture, equipment or property belonging to the Association.

14. No person shall remove notices posted by the Association without express written authorization by the Association.

15. Proper attire must be worn whenever entering any portion of the Association Property. Shoes and shirts are required to be worn at all times while in any portion of the Association Property. The building lobby and elevator lobbies may not be used for napping or sleeping.

16. No exterior clothesline shall be erected or maintained or hung on balconies, patios or railings within Aperture and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Area or any portion of the Association Property.

17. No parking space or other portion of the Association Property (except those designated as Storage Space Exclusive Use Area on the Condominium Plan for Aperture or except as otherwise permitted by the Association) shall be used for storage purposes, including, without limitation to, the storage of bicycles, sport or exercise equipment.

18. Storage is prohibited in all attic/soffit areas. An Owner who stores any item in an

attic/soffit area shall be liable to the Association and other Owners for resultant damages.

19. Should an emergency situation occur, the building personnel and all other types of emergency personnel shall have authorization to enter your Unit using forcible entry, if necessary. In the event that this emergency entry is not the direct result of a maintenance item or action, the Association will be responsible for damages caused by the Association to your Unit.

Elevator Use

1. Do not allow children to play with the elevator controls. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors and pressing buttons unnecessarily creates inefficiencies that slow service. Owners, residents and tenants will be subject to a fine and costs associated with resetting the system due to a held open door or the setting off of the emergency button.

2. If the elevator stops unexpectedly, remain calm and use the phone provided in the elevator to notify elevator emergency services. Emergency personnel will respond as soon as possible. If the emergency button is pushed accidentally, remain in the elevator to speak with emergency personnel. Failure to do so may cause a fine to be assessed.

Garage and Parking

1. Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that you use your headlights while driving in the garage area.

2. All vehicles must be in operable condition when parked in a parking space. Examples of an inoperable vehicle include, but are not limited to, vehicles with the following: extensive sheet metal damage resulting from an accident, missing or broken safety equipment including headlights and windshields, and flat tires. Also, a car will be considered inoperable if it is not properly registered with the California Department of Motor Vehicles.

3. No automotive vehicle shall be left in a condition that could constitute a fire hazard. Automobile servicing or repairs (other than emergency work), such as washing, detailing, oil changes, engine repairs or overhauls, or draining or flushing of radiators, liquids, or any other fluids of a vehicle are specifically prohibited within any portion of Aperture.

4. All Owners and such Owners' residents and tenants are responsible for the maintenance of their assigned parking space(s). Vehicles with significant oil or other fluid leaks are prohibited from being parked in the garage area. If maintenance or clean-up is required to an Owner's parking space due to excessive fluid leaks, such Owner will be charged for the cost of these services.

5. A parking space that is subject to the exclusive use of an Owner, resident or tenant of a Unit may be leased to other residents or tenants, provided the lease terminates upon conveyance of either Unit owned or occupied by such Owner, resident or tenant or such other residents or tenants. The leasing of a parking space shall not give to the lessee the right to vote or any other rights of membership in the Association. The leasing of parking spaces to non-

residents is prohibited.

6. Your vehicle must fit in your parking space and not affect your neighbor's parking space. If oversized vehicles such as limousines and extra-large trucks cannot fit in an Owner's assigned parking space, they may not be parked in that assigned parking space.

7. Guests, invitees, contractors and agents may be permitted to park in an unoccupied parking space owned or leased by their host. No other guest parking is available. All garage and parking rules shall apply to guests, invitees, contractors and agents.

8. The Board may change guest parking guidelines at any time.

9. Vehicles that are parked in an area other than assigned spaces may be subject to towing at the expense of the owner of the vehicle.

10. Boats, jet skis, trailers, campers, or other such equipment may not be parked in the garage. Commercial vehicles are also prohibited.

11. Car alarms that repeatedly go off or alarms that do not automatically shut off after an allotted interval will be prohibited from the garage area.

Storage

1. Easements in favor of Owners have been or will be assigned and conveyed for Storage Space Exclusive Use Areas located within the parking garage.

2. These storage areas are for small, seldom used household items and are not adequate for permanent storage of excess furniture or other large items.

3. No flammable or explosive items or other hazardous items may be placed in these storage areas.

4. No item may be placed on any ducts and/or fire sprinklers or pipes located within these storage areas, nor may the item obstruct the function thereof.

5. No shelving may be attached to the walls or ceilings within these storage areas.

6. Personal property may not be stored in the garage area unless in these storage

Balconies and Patios

1. The balconies and patios shall be used for balcony and patio purposes only. Such purposes may include the placement of patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric).

2. The balconies and patios shall not be used for storage of any type, include without limitation, storing boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies or other similar items. Balconies and patios will not be used for storage

of storage bins or shelves, animal shelters, litter boxes, etc.

3. The balconies and patios shall be maintained in clean, neat and sanitary conditions at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive to other Owners or to any other property in the vicinity of Aperture or its occupants.

4. The routine maintenance of the decking area and railings of balconies and patios (e.g., sweeping and cleaning) is the responsibility of each individual Owner. Care must be taken to prevent irrigation and cleaning water detergents from running or dripping over the edges of the balcony or patio area onto balconies and patios below. Make sure potted plants have appropriate catch basins underneath them.

5. Outside antennas, satellite dishes, transmitter towers, radio antenna, poles or flag poles may not be constructed, installed or maintained on balconies or patios or in any other portion of Aperture for any purpose whatsoever without approval of the Architectural Committee.

6. No wood burning device or charcoal barbecues shall be placed on any balcony or patio. Conventional propane barbecues shall be allowed on balconies and patios except as disallowed by the City of San Diego or the Fire Marshall or unless they cause a nuisance or constitute a fire hazard. Propane tanks must be transported through the stairwells and not the elevators.

7. Balconies and patios cannot be hosed off or washed in such a manner as to allow water to drain from these areas. Care must be taken to make sure that watering of plants does not cause runoff from balconies or patios.

8. Sunshades, awnings or screens may not be used on the exterior windows or over any balconies or patios of a Residential Unit. Rugs, towels, mops, or clothing shall not be draped over any railing. No permanent rug or carpeting is allowed to be placed on, or attached to these areas.

9. Children and persons in need of supervision must be monitored at all times while on any balcony or patio area and must not be allowed to climb or stand on the railings.

10. Any addition, modification or alteration of balcony or patio surfaces requires pre-approval by the Architectural Committee.

Disturbances & Nuisances

1. All Owners are responsible at all times for the reasonable conduct of themselves and their family, residents, tenants and guests.

2. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should contact Management at the time of the disturbance. If the disturbance poses an immediate threat to health or safety, persons observing the disturbance should contact emergency services by dialing 911.

3. Unnecessary noises and loud or boisterous conduct anywhere within Aperture, including your Unit, that disturbs the comfort and quiet enjoyment of others is prohibited. Common courtesy shall be observed at all times.

4. The volume of radio, stereo sets, television, musical instruments, etc. shall be held at a reasonable level at all times so others within Aperture are not unreasonably disturbed. The volume of such devices must be significantly reduced after 10:00 P.M. so as not to disturb other persons within Aperture.

5. Speakers and floor-supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact with floors and walls in order to minimize vibrations and noise infiltration.

6. No person shall discharge into Aperture's sewer system, storm drain or other Association Property any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up, or cause injury or damage to neighboring property or to any portion of Aperture.

7. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.

8. No odors shall be emitted into any portion of the Association Property, nor in such quantity as to be readily detectable outside the physical boundaries of your Unit.

9. No person shall use profane, indecent, suggestive or abusive language; physical abuse, threat, harassment or the like, against any other resident, visitor, Association employee or Association contractor. Conduct which violates this Rule includes, but is not necessarily limited to, any conduct prohibited by California Penal Code section 415.

10. No person shall engage in any action that results in unsafe conditions or practices; uncivil and discourteous manners; willful misconduct; or action that unreasonably impairs or puts at risk the rights and privileges of the Association, its members, agents, or employees.

11. No person shall unreasonably interfere with the functions of Association staff or contractors.

Pets

1. The Board can prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to any other Owners.

2. Any litter deposited by pets on walkways or other portions of the Association Property must be removed immediately by the owner of the animal.

3. All Owners, residents, tenants and guests are responsible and liable for any personal injury or property damage caused by their pets.

4. No household may keep more than an aggregate of two (2) dogs and cats, provided that such number of pets may be less if the pets constitute a nuisance to other Owners.

5. All pets must be kept inside the Unit when unattended and may not be left on balconies or patios without the direct supervision of the pets' owner. A leash held by an individual capable of controlling the animal must be used when walking your pet through the Association Property, including the building lobby, corridors, garage, elevator lobbies and elevators. Pets are not permitted to defecate or urinate within any portion of the Association Property. Owners of pets are discouraged from allowing their pets to defecate or urinate in exterior areas surrounding the building.

6. No animals of any kind shall be raised or bred in any Unit or kept for any commercial purpose. Livestock, poultry or farm animals are strictly prohibited.

7. Residents who are disturbed by an animal are urged to first contact their neighbor, then Management, and if still unsuccessful, the Animal Control Department.

8. No Owner, resident or tenant shall maintain any aquarium or other container holding more than 30 gallons of water.

Trash Regulations

1. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. No grease or grease products are to be disposed of in the kitchen sink. All other disposable items are to be securely wrapped and contained in sturdy and manageable plastic bags and placed in the trash chute located at each corridor.

2. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of his or her Unit or Exclusive Use Area or otherwise on any portion of the Association Property other than in the receptacles customarily used for it and located only in places specifically designated for such purposes.

3. Please notify Management for any oversized articles requiring removal. Large discarded items such as old furniture and appliances are the sole responsibility of the resident to remove from the premises and dispose of properly. **Do not attempt to deposit boxes or any other oversized item into the trash chute.** If an item does not easily fall through the trash chute door and into the chute, **do not push or otherwise force it in.**

4. Owners, residents and tenants are responsible for picking up their trash if it is spilled, blown or otherwise deposited onto any portion of the Association Property, and disposing of it in a proper container or receptacle.

5. No trash or debris is to be left in any area that is visible to others from neighboring Units, balconies, patios and other portions of the Association Property. No Owner shall allow a trash container to be within view of neighboring Units, streets or the Association Property.

6. All rubbish, trash or garbage shall be regularly removed from each Unit and shall not be allowed to accumulate within any portion of Aperture.

7. Recyclables are to be hand-carried to the recycling bins in the garage.

Holiday Decorations

1. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations may be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within seven (7) days after the holiday. Owners and residents who do not comply will be sent a violation notice.

2. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. No Owner or resident may place holiday decorations on plants in the Association Property. Please insure that holiday lights do not disturb other Owners, residents or tenants in Aperture.

3. Do not dispose of holiday trees in trash chutes. Special tree recycling instructions will be communicated during the holiday season.

4. Only fire retardant holiday trees are permitted as requested by the Fire Department.

Signage - Residential

No signs or other advertising device whatsoever, including without limitation, commercial or similar signs, shall be erected or maintained within Aperture except:

1. Such signs as may be required by legal proceedings.

2. Residential identification signs, subject to the approval of the Architectural Committee as to suitability.

3. "For Sale" or "For Rent" signs subject to restrictions set forth in the CC&Rs.

4. Non-commercial signs permitted by California Civil Code Section 1353.6.

All signs must be of professionally produced quality. No handwritten signs are permitted.

Signage - Commercial

Signage identifying retail business is allowed only at the ground floor level of Aperture. No tenant shall encroach on an adjacent Commercial Unit's signage space. Each tenant will be allowed a minimum of one (1) each of the following sign types.

1. Hanging name/logo sign with dimensional reverse pan and halo lit letters that is to be installed by the tenant.

2. One double-sided blade sign displaying name/logo containing a standard graphic that can be replaced by the tenant for use as its retail signage.

3. Optional cut vinyl window graphics may be submitted for landlord approval and are also subject to the City of San Diego's sign regulations.

Additional signs may be allowed by the landlord based upon the amount of space leased by the tenant at Aperture. Exterior signs other than those specifically noted above are not allowed. Building permits shall be obtained for all signage as required by the City of San Diego. Tenant signage inside glass shall project professional demeanor and character of the storefront and retail concept. Signage inside the establishment behind glass MAY NOT BE ILLUMINATED. All artwork and signage is subject to landlord approval.

Insurance

1. Each Owner shall maintain property insurance against losses to all improvements located within such Owner's Unit and Exclusive Use Area, including damage to or loss of property, fixtures, decorations, equipment, appliances, plumbing fixtures, cabinets, flooring materials, window coverings and wall coverings, and liability insurance against any liability resulting from any injury or damage occurring within the Unit, more commonly known as an H06 policy.

2. The Association's insurance policy(ies) will not provide coverage against any of the above. All Owners hereby waive all right of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association; provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association.

3. No Owner shall separately insure any property covered by the Association's property insurance policy(ies). If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Unit to collect the amount of the diminution.

Rental (Residential)

An Owner of a Residential Unit shall be entitled to rent such Owner's entire Residential Unit (but not a portion thereof) subject to the following guidelines:

1. No Owner may lease a Residential Unit for hotel or transient purposes. No Residential Unit may be leased for a term of less than twenty-six (26) days.

2. All Owners who rent their Residential Units shall submit names and contact numbers for their tenants to Management.

3. 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 provisions of the CC&Rs or the Governing Documents shall be a default under the terms of the lease agreement. Copies of all leases and rental agreements shall be provided to the Association.

4. Each Owner shall provide a copy of the Governing Documents and Homeowners Manual to his or her tenant.

5. Each Owner shall, at all times, be responsible for his or her tenant's compliance with all of the provisions of the Governing Documents during the tenant's occupancy and use of the Unit.

6. A tenant shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

Real Estate Broker/Agent Rules

1. An Owner of a Residential Unit must notify Management that the residence has been listed for sale or lease. In such case, that Owner shall complete the Listing Broker/Agent Entry Authorization Form identifying the listing broker/agent (see attached form at back). The Owner is to instruct the listing broker/agent of these Rules and Regulations.

2. A Residential Unit shall be shown by appointment only with access provided to the showing broker/agent by the listing broker/agent or owner.

3. No broker/agent shall loiter in the lobbies or wander through the Association Property. broker/agent's sole purpose shall be to show a specific property at Aperture with reasonable and necessary access to the Association Property.

4. No open house signs, flags, banners, etc. shall be displayed on any Residential Unit or on any portion of the Association Property.

5. Broker caravans must be arranged at least twenty-four (24) hours in advance through Management. The Listing Broker/Agent must provide an agent in the lobby to greet and direct the caravan to the Residential Unit, and provide a post agent inside the Residential Unit. There shall be no open houses.

6. Lock boxes shall be placed in the designated lock box storage cabinet located on the north side of the building.

Contractor and Subcontractor Guidelines

1. Improvements within a Unit may be subject to Architectural Committee approval. Refer to the Architectural Guidelines prior to commencing any work. Examples of work that does not require Architectural approval include:

- Window coverings that meet the colors allowed by the CC&Rs.
- Interior painting.

- Appliance change out for existing Units.
- Closet organizers.
- Dimmer switches
- Interior chandelier or fan installation at existing J-box.

Any modification to the flooring, walls or ceilings of a Unit must be approved by the Architectural Committee.

2. When making additions or improvements to a Unit, including but not limited to adding equipment, the following must be taken into consideration to prevent noise and vibration transmission:

(a) Floor: The floor system contains impact isolation material, which reduces the transmission of noise generated from your Unit to the Unit below. If new flooring is installed or the original flooring material is replaced, the following measures must be taken:

- If carpet is added or replaced, provide a minimum of twenty-four ounce (24 oz.) carpet over a minimum two-pound (2lb.) carpet pad.
- If the tile, wood or other hard surface is replaced or added, provide impact isolation below the finished surface. Impact isolation may be achieved by using sound control underlayment with an Impact Isolation Class (IIC) rating of 50 or above. Note that the impact isolation material must be installed per manufacturer recommendations. Consult with the manufacturer regarding whether and how flooring may contact walls, cupboards, etc.

(b) Partition: Do not drill unnecessary holes in the party wall (common wall between your Unit and the adjacent Unit). If holes are required for hanging objects, use fasteners that require drilled holes of less than 1½ inches. Any holes made that are not used must be caulked airtight.

(c) Vibratory Objects: If vibratory objects, e.g., speakers, ceiling fans, etc., are hung from the wall or ceiling or installed on the floor, use a neoprene element to isolate the object from the building structure.

3. Any damage caused by an Owner's contractors or subcontractors to the Association Property or to adjacent Units is such Owner's responsibility. Any damage must be reported immediately to Management along with a schedule of repairs. If the damage is not repaired in a timely manner the Association may, but shall have no obligation, to make the repairs on behalf of such Owner and charge the Owner for the cost of those repairs. An Owner will be held liable at all times for the actions of such Owner's contractors, subcontractors and

workmen.

4. During construction activities in an Owner's Unit, such Owner must protect or cause to be protected the Association Property floors in the corridors with carpet runners or similar protection from the elevator to such Owner's Unit. The protective coverings must be removed and the floor cleaned by 5:00 P.M. each day. Any failure by the Owner to comply with this requirement shall result in the Owner being subject to a \$100.00 fine per violation, plus the cost of cleaning.

5. All construction trash and debris must be removed from the building daily. The trash chutes on each floor may not be used for disposal of construction trash or debris. There will be a \$100.00 fine per violation.

6. Working hours for construction activities are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. There will be a \$100.00 fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day, Passover, Rosh Hashanah, Yom Kippur, or Chanukah.

7. There is no contractor, subcontractor or guest parking available in the garage. A contractor or subcontractor may be permitted to park in an unoccupied parking space owned or leased by the Unit occupant if authorized by that occupant and shall be subject to all rules, regulations and restrictions applicable to such use.

8. Each Owner agrees to hold the Association harmless against liability for: (a) injury to, death of, or damage to property of persons to the extent caused by the Owner or such Owner's contractors, subcontractors, designers or any of their respective agents or employees, and (b) mechanics liens on the Association Property arising out of or resulting from any work performed by or on behalf of such Owner.

9. Workers are not allowed to bring their pets on site and will be denied entry if they have their pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the Association Property. There will be a \$100.00 fine per violation of these restrictions.

10. An Owner may select any general contractor he or she chooses or act as the general contractor himself or herself and hire subcontractors. All contractors must be licensed in the State of California and must have Workman's Compensation Insurance, General Liability and Property Damage Insurance. Certificates of Insurance must be presented to Management before any work on an Owner's Unit may be commenced. The Association needs to be named as an additional insured on these Certificates of Insurance.

11. The Association has the right to stop any work that is in violation of these Rules and Regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

12. Contractors must use their own equipment. No equipment or tools, which are the property of the Association, are to be used at any time.

13. The front door of the Unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc. Failure to keep the door closed will result in a \$100.00 fine per occurrence.

14. Arrangement with Management needs to be made in order to cover and protect smoke detectors located in the Association Property corridors adjacent to the Unit on a daily basis and must be uncovered each night.

15. All contractors, subcontractors and workmen must wear shoes, a shirt, and pants or shorts at all times while in Aperture.

16. There is no availability for exclusive use of the elevator.

17. Contractors, subcontractors and workmen may not use the power from the corridors or any other portion of the Association Property.

Moves/Furniture Moves

1. All moves must be scheduled with Management. Owners and tenants are subject to these move in/move out guidelines.

2. A move is defined as the transporting of any item that requires two (2) or more people to move, such as a couch, refrigerator, etc. It is not necessary to reserve the elevator for transportation of small items such as luggage, small boxes and other small items that one (1) person can easily carry alone. However, the elevator door cannot be obstructed or held open for longer than designed for or it may cause a mal-function of the elevator system. Should this occur, a fine will be assessed.

3. When moving in or out, Owners, residents and tenants must coordinate their schedules and book an elevator with Management at least two (2) weeks in advance. A non-refundable move fee and refundable damage deposit are also required. To ensure full return of your damage deposit, a "pre" and "post" move inspection of the area to be traveled during the move will be completed by a member of the Association staff.

4. Move-in/out hours are Monday through Sunday from 8:00 a.m. to 5:00 p.m. with a limit of four (4) hours per day.

Move Fee- \$200.00 (non-refundable)

Damage Deposit- \$500.00 (refundable)

Please make check payable to "Aperture Owners Association".

5. In the event that it is necessary to move or have any items delivered that require two (2) or more persons to transport, contact Management to reserve an elevator.

6. All floor areas are to be protected along the entire moving path with carpet runners, or similar protection, from the building entry to the Unit. Protective coverings must be removed and the floor cleaned by the end of your scheduled move-in/out time.

7. Management will have the elevator padding installed prior to a scheduled move. The resident and moving company must ensure the elevator remains padded at all times during the move.

8. A copy of the moving company's insurance must be provided to Management before the time of the move.

9. The resident or moving company must carry all trash and debris off-site on a daily basis. The building's trash dumpsters may not be used for disposing of moving debris. There is a possibility that Owners may make arrangements for an extra trash bin to support their move at those Owners' expense. Please contact Management for further details.

10. The damage deposit will be returned within ten (10) days of the completed move if no damages occur as determined by the Association. In the event damages occur, the cost of damages will be deducted from the damage deposit, and any difference refunded, or the Owner will be billed for the cost of the damages in excess of the damage deposit.

11. If an Owner, resident or tenant moves in or out, without following the guidelines of this policy, the Owner will automatically be assessed the normal moving fee of \$175.00. In addition, a violation fine may also be assessed at \$500.00 per incident to the Owner's account. Any damages seen to the Association Property that exist after the move will be assumed to be as a result of the move, and the Owner will be assessed accordingly for the cost of the damages.

Rules Enforcement Policy

The following procedure will apply to all violations and infractions of the Governing Documents and Rules and Regulations. Residents may report violations to Management by submitting a written notice describing the violations. Management may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by Management. The first notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation.

2. If the violation continues or if the response is otherwise unsatisfactory after the first notice, a second notice to correct the violation will be sent by Management. In the second notice the Owner will be notified that a fine may be imposed if the violation is not corrected.

3. If the violation continues, or if the response is otherwise unsatisfactory after the second notice, the Owner will receive a notice of monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally

or by submitting written testimony. The hearing date shall be at least ten (10) days before the effective date of the monetary penalty. The notice shall be delivered to the Owner personally or by first class or registered mail to the last address of the Owner shown on the Association's records at least ten (10) days before the hearing date. The Board or committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty.

4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board may impose additional or continuing fines until such time as the matter is satisfactorily resolved.

5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the Owner may be liable for the Association's legal costs and fees.

Fine Schedule

1. Reasonable fines for first time violations will be levied in accordance with the following schedule and at the discretion of the Board based on the nature and severity of the alleged offense:

Hazardous Activities (Risk of harm to person or property).....	\$100-\$500
Use Restrictions	\$50-\$250
Vehicle and Parking Restrictions.....	\$50-\$250
Unauthorized Improvements to Property	\$100-\$500
Vandalism of Association Property.....	\$250-\$2500 plus cost of repair
Any other violation of the CC&Rs, Rules and Regulations or Architectural Guidelines not specifically mentioned herein	\$100-\$2500

2. If property is damaged, the Owner will be assessed the fine in addition to the cost of restoring the property to the original condition.

3. Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be doubled at the discretion of the Board and may be levied as often as weekly for continuing violations.

Procedure for Disciplinary Hearings

If you have been invited to attend a hearing for an alleged violation of the Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board and other Association representatives.

2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within fifteen (15) days.

Aperture HOA Policy for Short-term Rentals and Fine Schedule for Non-Conformance

Per HOA policy, short-term rental advertising and short-term rentals are not permitted at Aperture. Short-term rental advertising and short-term rentals are defined as any of the following:

- Any advertising of a condo for rent, let or sub-let for less than the minimum required rental period of twenty-six (26) days. This includes, but is not limited to, advertising with services such as VRBO.com, AirBnb.com, etc. Print media advertising that targets short-term renters such as tourists, business travelers, etc. is also prohibited.
- Renting of a condo for less than the minimum required rental period of twenty-six (26) days. Letting or sub-letting of a condo where payment or other consideration is made in exchange for the use of the condo for less than the minimum required rental period of twenty-six (26) days is also prohibited.
- Renting of a condo that does not include a written lease or rental contract. All leases and rental contracts must include specific tenant / renter information such as name and phone number as well as a specified rental term that is not less than the required rental period of twenty-six (26) days. Copies of all leases and rental contracts must be provided to Management no later than ten (10) days after the start of the rental term.

Any Owner found responsible by the HOA Board for violating the short-term rental policy shall be fined as follows:

A. For first time violation:

1. Web or print advertising for short-term rental - \$1,000
2. Actual short-term rental - \$1,000
3. Failure to provide tenant information to Management - \$1,000

Up to \$3,000 fine possible.

B. For second violation, the above fines increase to \$2,000 for each component (Up to \$6,000 fine possible).

C. For third violation, the above fines increase to \$3,000 for each component (Up to \$9,000 fine possible).

D. For fourth violation, the matter will be referred to the Association's legal counsel and additional fines and penalties, including a lien and/or a forced sale of the Residential Unit, will be considered and may be levied against the Owner. If a lawsuit is filed, the Owner may be liable for the Association's costs and fees.

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- E. Any Owner who rents his/her Residential Unit for any period of time must provide the tenants' names and contact information (email and phone) to Management no later than twenty-four (24) hours after the tenant takes occupancy.
- F. An Owner may be fined for any one or more of the above violations. For example, for a first violation if an Owner is found to have placed an ad for a short-term rental and a short-term tenant is actually discovered renting at Aperture, the Owner may be fined \$2,000. If the Owner has violated all three components, he/she may be fined up to \$9,000 for a third violation.
- G. When evidence is discovered that a violation has occurred, written "Notice of Hearing" will be sent to the Owner via certified mail to the last address of the Owner shown on the Association's records. Additionally, a copy will be sent to the Owner's e-mail of record.

Adopted by the Board of Directors on March 22, 2017.



OPEN HOUSE RULE

Date: MARCH 30, 2018
To: ALL RESIDENTS
Re: HOLDING AN OPEN HOUSE WHEN SELLING A UNIT

Dear Aperture Homeowners and Residents,

After the March 28th Board Meeting a topic was brought up concerning real estate agents holding open houses in the building when units are for sale. Below is a reminder of the Aperture rules and regulations pertaining to holding open houses at the building for units that are for sale.

Page ten of the Aperture Rules and Regulations

"Real Estate Broker/ Agent Rules:

- 1. An Owner of a Residential Unit must notify Management that the residence has been listed for sale or lease. In such case, that Owner shall complete the Listing Broker/Agent Entry Authorization Form identifying the listing broker/agent (see attached form at back). The Owner is to instruct the listing broker/agent of these Rules and Regulations.*
- 2. A Residential Unit shall be shown by appointment only with access provided to the showing broker/agent by the listing broker/agent or owner.*
- 3. No broker/agent shall loiter in the lobbies or wander through the Association Property. Broker/agent's sole purpose shall be to show a specific property at Aperture with reasonable and necessary access to the Association Property.*
- 4. No open house signs, flags, banners, etc. shall be displayed on any Residential Unit or on any portion of the Association Property.*
- 5. Broker caravans must be arranged at least twenty-four (24) hours in advance through Management. The Listing Broker/Agent must provide an agent in the lobby to greet and direct the caravan to the Residential Unit, and provide a post agent inside the Residential Unit.*
There shall be no open houses.
- 6. Lock boxes shall be placed in the designated lock box storage cabinet located on the north side of the building."*

Thank you.

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APERTURE OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

AMENDED AND RESTATED VOTING AND ELECTION RULES AND PROCEDURES
(Civil Code Section 5105)

Adopted: 3/26/20

I. INTRODUCTION

Pursuant to the CC&Rs, Bylaws and these Election and Voting Rules (“Rules”), the Association will hold meetings of the Membership to elect Directors and to conduct Association business. These Rules are intended to establish certain procedural rules for the successful management of membership meetings and the successful implementation of the relevant provisions of the Association’s Bylaws concerning membership elections and membership voting. These procedural Rules are written pursuant to Civil Code §5105(a) and are not intended to conflict with, replace, or supersede the provisions of the Association’s Bylaws concerning voting rights, Board Member qualification, or any other matter addressed in the Bylaws. Any inconsistency provision between these Rules and the Bylaws shall be governed in accordance with the Civil Code.

II. MEMBERSHIP MEETINGS

- A. The Association’s Annual Meeting, as required by the Association’s Bylaws, will be held on a date and time specified in the Association Governing Documents and consistent with the Association’s Bylaws. In the alternative, other meetings of the Members (“Special Membership Meetings”) may be noticed and held by the Association to elect directors and/or to consider and vote on any other matters, which are of concern to the Members, required by the Bylaws or State statute.
- B. In the alternative, and only for the Election of Directors, the Board may schedule a Board or Membership meeting to allow for the counting of Secret Ballots.
- C. The Members of the Association who are in good standing may vote at all Membership meetings or at a Board meeting scheduled to allow for the counting of Secret Ballots. A Member is in “Good Standing” for voting purposes unless their Association rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors in accordance with the Bylaws and these Rules, and Corporations Code Section 7341 and Civil Code §5125.
- D. The Association’s Annual Meeting will be held in the same month of the preceding Annual Meeting and in no event later than fifteen (15) months from the date of the preceding annual meeting.
- E. The Association shall send out a Notice of Annual Meeting (“Notice”) to all Members pursuant to the Governing Documents, these Rules and applicable state statute. Pursuant to Section 5115(b), is general notice shall delivered at least 30 days prior to distribution of the Ballots. Among other things, the Notice shall include times when Ballots may/can be cast and when they will be counted. The Notice shall also comply with the procedures described in Article III, D relating to the Candidate Introductions.

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III. CANDIDATES

- A. The Board of Directors will consist of five (5) Directors. Directors are elected and serve a term of two (2) years. In a year where two (2) Directors are elected, the following year three (3) Directors are elected.
- B. In order to run for the Board of Directors, a member must meet the eligibility/qualifications identified below:
 - 1. Directors shall be members of the Association.
 - 2. No more than one member from any single household shall serve as a director at any given time.
 - 3. The Association may disqualify any Member from serving as a Board Member if the Association is made aware that he or she has a past felony record which would result in cancellation of the Association Fidelity Bond.
- C. Directors must be elected solely by Secret Ballot as provided in these Rules and Civil Code §5100, as amended, and any successor statute. Voice vote, show of hands, or any method, other than Secret Ballot, shall be prohibited.

IV. NOMINATION PROCESS. The nomination process to nominate a candidate to run for the Board of Directors shall be as follows:

- A. Request for Candidates: At least 90 days prior to the Election Date, the Association shall mail to all the Notice of Election which shall include a copy of the Request for Candidate Nominations.
 - 1. The Request for Candidates shall include a demand for certification by the Candidate that s/he meets the qualifications set by the Bylaws and these rules.
 - 2. The Request for Candidates shall also include a form for each Candidate to submit a written application and statement reasonably related to the election, including advocating a point of view. The Board of Directors may limit the length of the Candidacy Statement. Candidates' Statements will be included with the Association's mailing of the Notice and Secret Ballot materials if the Statements are provided prior to the stated deadline.
 - 3. Notwithstanding the foregoing, if the fully completed application is not timely received by the Association, the Chairperson may call for nominations from the floor at the Annual Meeting only in the event that there are fewer candidates than Directors to be elected. In such circumstances, any eligible member may nominate himself/herself or may nominate another eligible individual if the individual being nominated is present to accept the nomination. If the individual is not present to accept the nomination, s/he will not be included on the Secret Ballot. Once the nominations have been announced, the Chairperson, upon a motion and second from the floor, shall call for a voice vote of those eligible voters in attendance to close the nominations. Members who desire to vote for a Candidate(s) nominated from the floor must request and complete a Secret Ballot at the

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Annual Meeting if the Member has not previously voted the Member's Secret Ballot. A Secret Ballot once voted may not be rescinded by the Member and may not be replaced by subsequently voting a second Secret Ballot.

B. Election Rules: After modification, the election rules will be distributed with the Request for Candidates to comply with the Civil Code Section 5105(h) requirement that may not be amended within 90 days of a scheduled election. (Thereafter, they will be distributed at least 30 days prior to any election with the Ballots). The Election Rules may be individually distributed or posted to an internet website; if posted, the Ballot must contain the website address and the words "The rules governing this election may be found here" in at least 12 point font.

C. Selection of Inspector of Elections: Around this same time frame, the Association Board shall select an independent Inspector of Elections. The Inspector may not be the Association Manager or attorney; rather, pursuant to Civil Code Section 5110(b), the Board may, at its sole discretion, select a Non-Member of the Association as Inspector, provided, however, that such Non-Member is an independent third party, including, but not limited to:

1. a volunteer poll worker with the county registrar of voters;
2. a California notary public
3. a licensee of the California Board of Accountancy; or
4. a Member of the Association, provided that such Member is not a director or candidate, is not related to a director or candidate, or is not currently employed by or under contract to the Association for other compensable services,

The role of the Inspector of Elections is outlined in Article IV below.

D. Posting and/or Mailing the Candidate Introduction Letter: At least 60 days before the election, the Association will provide **BY GENERAL NOTICE** the Candidate Introduction Letters and the following information: the date and physical address where the ballots are to be returned by mail or handed to the Inspector; the date, time and location where the ballots will be counted; and the list of candidates names that will appear on the ballot. If an owner has requested individual notice, these must be received by the member personally. The Inspector of Elections shall correct any reported mistakes to the membership list during this time frame.

E. Mailing the Ballots: At least 30 days before the ballot acceptance cut-off date, the Members will be mailed the election materials, including a ballot, meeting notice and double envelopes. The voting and ballots shall comply with the procedures provided below in Article V.

F. Campaign Activity: During the election process, candidates may campaign and advocate their perspectives within the parameters set forth in the Civil Code. Among other things:

1. No member shall be provided access to Association media within thirty (30) days of an Association election for campaign purposes. For purposes of this paragraph, "Association media" means the Association's newsletters, internet websites and/or Association cable channel. The term "*within thirty (30) days of an Association election*" shall mean the thirty (30) days prior to the date the first election ballot material is sent to the membership. The

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term “Association *media*” shall not include the official ballot materials sent to the membership inclusive, for Board of Directors election, biographical description and photographs of the nominees that are running for the Board of Directors.

2. In each election for the Board of Directors, the Association may hold a forum for the nominees during the Annual Meeting. The forum will be for the purposes of allowing the members to meet and ask questions of all nominees and all nominees standing for election shall be invited to attend the forum. Access to common area meeting space will be made available to all Candidates and Members advocating a point of view, for purposes reasonably related to the election, at no charge, on the specific dates and times which may be contained in the Notice of the Membership meeting or such other dates as requested in writing by the Candidate and/or Member.

3. Association funds shall not be used for campaign purposes in connection with any Association election, except to the extent necessary to comply with the duties of the Association imposed by law. For purposes of this paragraph, the Association can use its funds to have legal counsel (or other Board-designated individuals) prepare and review appropriate ballots as well as the copying, printing and mailing costs necessary to provide the ballots to the membership consistent with the Association’s governing documents and California law. The Association can also add background information and an explanation of ballot material. The Association may use funds to distribute, for election of the Board of Directors, a biographical description and photograph of the nominees within said election materials. For elections other than the Board of Directors, the Board can add a one sentence recommendation, requesting approval or disapproval of such election (the Board, however, may not advocate the election or defeat of any Candidate or an Association ballot).

IV. INSPECTOR(S) OF ELECTION

- A. One (1) Inspector of Election or three (3) Inspectors of Election shall be appointed by the Board of Directors, and shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. In the event three Inspectors are appointed, the decision of a majority of the Inspectors shall control.
- B. When the Board does select a Non-Member of the Association as Inspector, the Inspector shall be required to obtain errors and omission insurance and provide proof of same to the Board prior to the commencement of the Inspector’s work. The errors and omissions insurance policy shall be in an amount not less than one million dollars (\$1,000,000), that indemnifies the Association and its Board Members from liability and provides that the Association is a named insured of the policy.
- C. The Board may, in its discretion, pay compensation to the Inspector.
- D. Duties of Inspector(s) of Election:
 - 1. Pursuant to t Section 5110(c), determine the number of memberships entitled to vote and the voting power of each;
 - 2. Receive and evaluate the authenticity of the proxies and ballots;

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3. Confirm the number of homes represented at the meeting and confirm the existence of a quorum;
4. Hear and determine the authenticity, validity and effect of proxies and ballots;
5. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
6. Determine when the polls shall close;
7. Count and tabulate all ballots;
8. Determine the results of election;
9. Appoint and oversee additional persons to verify signatures and tabulate votes after confirming those volunteer persons are themselves independent third parties (Civil Code Section 5105(a)(6));
10. Retain association election materials ("Association Records") including the candidate registration list, voter lists (name of member and address of the voting property, which may be used to verify a member's right to vote), returned ballots (reported errors must be corrected within two business days), signed voter envelopes; voters to whom ballots were sent; and proxies (Civil Code Section 5105(a)(7) and 5200(c)).
11. Retain custody of the sealed ballots at a designated location until after the tabulation of the vote and through the one-year challenge period (Civil Code Section 5125).;
12. Perform any acts which may be proper to conduct the election with fairness, in good faith, as expeditiously as possible, in a manner which protects all members in accordance with Civil Code §5000 through 5145, and any successor statutes, and the Governing Documents (Civil Code Section 5110(d)).

E. Any report made by an Inspector is prima facie evidence of the facts stated in the report.

F. Prior to the mailing of the Secret Ballots by the Association, the Inspector(s) of Election may pass a Resolution designating the management office as the location to receive the sealed Secret Ballots and maintain the custody of the sealed Secret Ballots until the time upon which tabulation of the Secret Ballots by the Inspector(s) shall occur.

V. ISSUANCE OF BALLOTS

A. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:

1. A vote of the Membership regarding assessments per Civil Code §5605;
2. Election of Members of the Association's Board of Directors;
3. Amendments to the Governing Documents;
4. Grant of exclusive-use Common Area property pursuant to Civil Code §4600;
5. Any other purpose as required in the Civil Code.

B. The record date for members entitled to receive notice of any Association election, as well as entitled to vote shall be the date thirty (30) days prior to the day the election materials are sent out by the Association.

C. Notwithstanding any other law or provision of the Association's Governing Documents, Board of Directors election and other elections required to be submitted to the membership pursuant to Civil Code §5100 shall be conducted by a Secret Written Ballot submitted to the

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member pursuant to Corporations Code §7513 and Civil Code §5000 through 5145. Ballots and two pre-addressed envelopes with instructions on how to return ballots, and a Notice of Meeting, if applicable, must be mailed by first class mail or delivered by the Association to every Member in Good Standing not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or lot, parcel or unit number on the ballot itself. The balloting materials shall include all of the following:

1. One Secret Ballot shall be issued for each separate interest owned and the owner of each separate interest is entitled to cast one ballot, regardless of the number of owners shown on the Association's membership roster. If more than one owner of a jointly-owned separate interest attempts to submit a ballot, even by mistake, the first ballot received will be counted.
2. The Secret Ballot shall contain the names of Candidates who timely delivered the required forms to the Association as referenced above. If there are no such Candidates, or if there are fewer Candidates than the number of Directors to be elected, the Secret Ballot will include the names, if any, of the Candidates and/or blank lines for write-in Candidates.
3. The Secret Ballot shall NOT identify the Member (or their designee) by name, address, lot, parcel number or number. If the Member does sign the Secret Ballot or identify him/her self, the Member shall waive his or her right to secrecy and the Ballot shall, at the option of the Inspector(s), be accepted by the Inspector(s) as a valid Secret Ballot.
4. The Secret Ballot itself is NOT signed by the Member (or their designee), but is placed into a ballot envelope ("Ballot Envelope"), which is then sealed. The Ballot Envelope is then inserted into the second pre-addressed envelope ("Address Envelope") that is then sealed. In the upper left hand corner of the Address Envelope, the Member (or their designee) must indicate his/her name and property address that entitles him/her to vote. The Member must also sign his/her name on the Address Envelope.
5. The owners of multiple properties (with the exception of the Declarant) must submit separate sealed Secret Ballot envelopes for each separate interest owned.
6. The Address Envelope is addressed to the Inspector(s) of Election for the tallying of votes. The Address Envelope can be mailed or delivered by hand by the Member to the location designated by the Inspector(s) of Election. Any member can request a receipt for hand-delivery of his or her Secret Ballot. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location designated by the Inspector(s).
7. The sealed Secret Ballots shall be kept in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until the tabulation of the Secret Ballots by the Inspector(s), at which time custody can then be transferred to the Association. After tabulation, Secret Ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election.

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8. Ballots distributed to each and every member shall identify the proposed action, provide an opportunity to specify approval or disapproval and provide at least thirty (30) days upon which to return the ballot to the Inspector(s) of Election. The voting instructions contained within the ballot materials will show a date by which the ballots must be delivered to the location designated by the Inspector(s) of Election by either the United States Postal Service, overnight delivery service or hand delivery.
9. Only Secret Ballots prepared by the Association will be accepted by the Inspector(s) either by mail or in person.
10. When the Chairperson announces, following a motion duly seconded and approved by the membership, that balloting is closed, no further members may submit a ballot to be counted.
11. Once a Member mails or delivers his/her Secret Ballot to the location designated by the Inspector(s), that Secret Ballot cannot be changed or revoked.

VI. ISSUANCE OF PROXIES

- A. Proxies will be accepted for quorum purposes pursuant to the Bylaws, Article 6, Section 12, only if those Proxies are determined by the Inspector(s) to meet the requirements of the Bylaws, and the California Corporations and Civil Codes. The Association shall not be obligated to prepare and mail proxies to the owners.
- B. In order to ensure quorum, one revocable proxy for quorum purposes only will be issued per each separate interest. The member, through the execution of this instrument, appoints any member of the Board of Directors, as the non-voting Proxy for quorum purposes only and for no other purpose, for all Annual and general Membership Meetings for a term of three (3) years from the date of the execution of this Proxy. Personal attendance at a meeting, or submission of a Secret Ballot, will suspend the Quorum Proxy only for that Membership Meeting or any adjournments. This Proxy is automatically revocable upon sale of the property, third anniversary of the date of execution or written revocation.
- C. All proxies received by mail prior to the election shall be held by the Inspector(s) of Election in the location designated by Resolution and shall be brought to the meeting for validation and registration at the meeting.

VII. REGISTRATION - GENERAL

- A. The Inspector(s) will register all Secret Ballots at the meeting (Annual Membership, Special Members, or Board). A membership roster will be maintained at each registration station for purposes of registering each separate interest present and voting at the meeting, whether in person or by proxy. Each separate interest is entitled to only one registration, regardless of the number of votes the separate interest is entitled to cast. Neither the Association nor its Managing Agent shall register any of the Secret Ballots or Proxies received by the Association.

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- B. The Inspector(s) shall verify that all Secret Ballots are sealed in two preaddressed envelopes and contain all required information on the upper left-hand corner of the Address Envelope.
- C. If a Member brings Secret Ballots for other Members to the Annual Membership Meeting, Special Members meeting, or Board meeting, the Secret Ballots must also be sealed in separate individual Ballot and Address Envelopes as required above. The Inspector(s) will register and make all necessary determinations regarding the sealed Secret Ballot envelopes.
- D. The Inspector(s) will review the information provided on the upper left-hand corner of the Address Envelope. The Inspector(s) will require, at a minimum, the following:
 - 1. That the printed name of the Member be legible and match the name of at least one of the record owners of the property as shown on the Association's Membership list;
 - 2. That the Member's signature is on the Address Envelope; and
 - 3. The address shown on the Address Envelope corresponds to the Member's address on the Association's Membership list.
- E. If, in the sole discretion of the Inspector(s), the requirements above are not met, the envelope/Secret Ballot will not be registered, and will not be valid for any purpose, including establishing a Quorum. If the requirements are met, subject to verification of membership and the member's ability to vote, the Inspector(s) of Election shall register each Secret Ballot received by placing a "B" on the membership roster alongside the member's name.
- F. If a person brings Proxies to the Annual Membership, Special Members, or Board meeting, the Inspector(s) will review and make all necessary determinations regarding those Proxies, including their validity. Subject to this verification, the Inspector(s) of Election shall register each Proxy received by placing a "P" on the membership roster alongside the member's name.
- G. Any Candidate or other Member of the Association may witness the counting and tabulation of Secret Ballots.
- H. No person, including any Member of the Association, or any employee or Association Manager, may open or otherwise review, or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.
- I. A Member who chooses to vote in person at the Annual Membership, Special Members, or Board meeting must present himself/herself at the registration table area and must sign the membership roster alongside his or her name and unit address.
- J. If a Member has not previously voted his or her Secret Ballot, the Inspector(s) shall give the Member a Secret Ballot and two envelopes to mark and cast in secret at the Annual Membership, Special Members, or Board meeting.
- K. Members voting in person at the meeting must use the Ballot and Address Envelopes, and satisfy all other requirements for a valid Secret Ballot.
- L. Determine the tabulated results of the election.

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- M. If two Proxies are registered for the same separate interest and one is dated and one is undated, the dated Proxy prevails.
- N. If two dated Proxies are registered for the same separate interest, the most current dated Proxy prevails.
- O. If a Proxy and a Secret Ballot are registered for the same separate interest, the Proxy shall be suspended and the Secret Ballot shall prevail.
- P. If the property is co-owned (i.e., husband and wife) or if the property is owned by a corporation, partnership, etc., and two or more co-owners or two or more representatives submit separate Proxies, the most current dated Proxy prevails. If a Proxy and a Secret Ballot are submitted, the Proxy shall be suspended and the Secret Ballot shall prevail.
- Q. If more than one Secret Ballot is received for any property, the first Secret Ballot received will be the one counted. If it cannot be determined which Secret Ballot was the earliest received, no Secret Ballot will be counted for that Member's property except for the purpose of establishing quorum.
- R. The Association's Managing Agent shall provide the Inspector(s) with a list of those Members whose rights and privileges have been duly suspended, who are not Members in Good Standing and/or who are not entitled to vote at the Annual Membership, Special Members, or Board meeting where voting by Secret Ballot is to occur or be counted. The Inspector(s) will take appropriate steps, including making notations or otherwise marking the Membership registration list and/or sealed Secret Ballot envelopes, to prevent suspended Members from voting at the Membership, Members, or Board meeting.
- S. If a Proxy is signed by a person whose name does not appear on the membership roster, the Proxy shall be invalid. As an exception, in the case of a legally married couple, if a Proxy is signed by a spouse, whose name does not appear on the membership roster, the Proxy shall be valid, due to the State's community property laws.
- T. All unsigned Proxies shall be invalid and shall not be used for quorum purposes.
- U. All voided/invalidated Proxies and Secret Ballots are to have "VOID" written across them, the reason for voiding and the initials of the Inspector(s) of Election.

VIII. DETERMINATION OF QUORUM

- A. The Inspector(s) of Election shall confirm the memberships verified as being in attendance in person or by proxy, as indicated on the official membership roster and shall inform the Chairperson that a quorum is or is not in attendance. Except as otherwise provided in the Bylaws, the presence in person or by proxy of twenty-five percent (25%) of the Association's voting power constitutes a quorum.
- B. When the Chairperson announces, following a motion duly seconded and approved by the membership, that registration is closed, no further members may be registered, except for

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those who are in line and recognized by the Chairperson at the moment the announcement is made.

- C. Once registration has been closed, if a Quorum is present, the meeting, if it is a meeting of the Membership or Members (and if nominations are allowed in the Bylaws) may proceed with nominations from the floor from additional Candidates. Further, unless the Candidates have submitted their written nomination to the Board, write in Candidates must also be nominated from the floor.

IX. ADJOURNED MEETING - ISSUANCE OF BALLOTS

If the meeting is adjourned to another date due to lack of quorum, at the adjourned meeting date, new Secret Ballots and two pre-addressed envelopes are to be issued to all members present. Any Secret Ballots which are cast at the Annual Meeting and put directly into the Secret Ballot box without the Ballot and Address Envelopes will not be valid for that or the adjourned meeting. Secret Ballots which are mailed or delivered to the Inspector(s), or which are cast at the Annual Meeting and put directly into the Secret Ballot box, in properly completed, sealed Ballot and Address Envelopes will be valid for adjourned meetings. As stated above, if two ballots are received for the same separate interest, the earliest dated Secret Ballot shall prevail.

X. COUNTING AND TABULATION OF BALLOTS

- A. Once the Secret Balloting has been closed, the Inspector(s) shall open the sealed envelopes and begin the counting and tabulation of the Secret Ballots.
- B. The tabulation and counting of the votes by the Inspector(s) of Election shall be conducted at a properly noticed open meeting of the Members or Board of Directors, after verification of a Quorum of the Membership.
- C. Any Member of the Association may witness the counting and tabulation of votes from a distance of no less than five (5) feet from any Inspector. Members, including Candidates, may not communicate with the Inspector(s) during the inspection, registration, counting or tabulation process. Inspector(s) may cause the removal of any witness who interferes with the counting or tabulation process.
- D. All Secret Ballots must be legible and clearly marked. All questionable proxies and ballots are to be separated for a determination of validity by the Inspector(s).
- E. If the number of votes cast on a Secret Ballot exceeds the number of positions to be elected, no votes will be counted, and the Secret Ballot will be used for quorum purposes only.
- F. When a box is checked or otherwise marked for a candidate, and it is the only box **checked or marked**, all of the member's votes shall be counted for that candidate. When fewer boxes are checked on the ballot than the number of Directors to be elected, the count shall be one vote per check not to exceed the number of authorized votes.
- G. When counting the valid ballots, one Inspector(s) will call the vote, one Inspector(s) will keep the tally and one Inspector(s) will oversee the count.

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- H. At the discretion of the observing Inspector(s), the votes may be recounted by rotating Inspector(s), i.e., the person that counted will then tally and the person that tallied will count.
- I. The Inspector(s) will provide the members of the Board with a final count and tabulation of the Secret Ballots.
- J. The Inspector(s) shall not:
 - 1. Provide members and Candidates with information regarding the Secret Ballot;
 - 2. Answer questions concerning the Secret Ballot and vote; and
 - 3. Provide any interim counts or tabulations.
- K. The Inspector(s) may request that the meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the Secret Ballots to another time. Notice of the recessed meeting will be given to all Members at the meeting where the counting and tabulation occurs and will identify the location, dates and times when the counting and tabulation will be resumed. The Inspector(s) will continue to maintain custody of the Secret Ballots at the designated location until the counting and tabulation is complete.
- L. The Inspector(s) will certify the results of the Membership election by completing a report and providing it to the Board.

XI. ANNOUNCEMENT OF RESULTS

The results of any election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next Board meeting and shall be available for review by all Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members (this could be done in the form of a newsletter if it is mailed to the members within the 15 day timeline).

XII. TIE VOTES

In the event of a tie vote among any number of the Candidates, the Association will notice a Special Membership or Board meeting and send out Secret Ballots to all Members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures set forth herein, to the extent they are applicable to a run-off vote. No previously cast Secret Ballots will be used at the meeting to break the tie.

XIII. RECOUNTS AND ELECTION CHALLENGES

- A. A recount may be requested by any unsuccessful Candidate, in writing which sets forth good cause for the request. A recount may be denied or granted in the sole discretion of the Inspector(s), and upon such terms and conditions (including assumption of costs by the requesting Candidate) as the Inspector(s) may reasonably impose. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
- B. In the event of an election challenge and upon receipt of a written request from a Member, the Association will make the Secret Ballots available for inspection and review by Association Members or their authorized representatives. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.

XIV. REMOVAL/RECALLING OF DIRECTORS

The Association Governing Documents described the procedure for recalling or removing a director. Generally, the membership may recall the entire Board or an individual director, subject to cumulative voting restrictions. The first step is for the membership to vote by secret ballot to remove a director. If an association has fewer than 50 members, the removal is approved by the affirmative vote of a majority of all members entitled to vote. (Corp. Code §7222(a).) If the association has 50 or more members, removal is approved by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present, with the affirmative votes also constituting a majority of the required quorum. (Corp. Code §7222(a).) The consideration of such a removal is initiated by a Petition of members to remove the Board or an individual member. Members may request a special meeting of the membership for the purpose of removing the entire board or individual directors and the election of new directors in the event the recall is successful. The petition must be signed by 5% or more of the membership (Corp. Code §7510(e)), meaning persons who are on title. Once a proper petition has been submitted to the board, the board must set a date for the meeting and send notice to the membership. The board must also prepare and send ballots as provided for in Civil Code §5115(a). Meeting Agenda. The only business that may be conducted at the special meeting is the recall of the directors and the election of new directors in the event the recall is successful. The notice of meeting shall specify those matters the board intends to present for action by the membership. Once members remove a director, his/her replacement must be elected by the membership not appointed by the board. (Corp. Code §7224(a).) The procedure for electing a new director is substantially the same as described above

XV. CONSULTATION WITH ASSOCIATION LEGAL COUNSEL

The Inspector(s) have the authority to confer with Association legal counsel in advance of, or at the meeting where Secret Ballots are to be counted. Legal counsel represents the Association and does not represent the Members, Inspector(s), Board Members, management or any other person. By the adoption of these Rules, the Association waives the attorney-client confidential communication privilege, and Association legal counsel has been authorized by the Board of Directors to provide advice to, as determined necessary or prudent by the attorney, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector performing its duties for the Association.

APERTURE OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

AMENDED AND RESTATED VOTING AND ELECTION RULES AND PROCEDURES
(Civil Code Section 5105)

Adopted: 3/26/20

I. INTRODUCTION

Pursuant to the CC&Rs, Bylaws and these Election and Voting Rules (“Rules”), the Association will hold meetings of the Membership to elect Directors and to conduct Association business. These Rules are intended to establish certain procedural rules for the successful management of membership meetings and the successful implementation of the relevant provisions of the Association’s Bylaws concerning membership elections and membership voting. These procedural Rules are written pursuant to Civil Code §5105(a) and are not intended to conflict with, replace, or supersede the provisions of the Association’s Bylaws concerning voting rights, Board Member qualification, or any other matter addressed in the Bylaws. Any inconsistency provision between these Rules and the Bylaws shall be governed in accordance with the Civil Code.

II. MEMBERSHIP MEETINGS

- A. The Association’s Annual Meeting, as required by the Association’s Bylaws, will be held on a date and time specified in the Association Governing Documents and consistent with the Association’s Bylaws. In the alternative, other meetings of the Members (“Special Membership Meetings”) may be noticed and held by the Association to elect directors and/or to consider and vote on any other matters, which are of concern to the Members, required by the Bylaws or State statute.
- B. In the alternative, and only for the Election of Directors, the Board may schedule a Board or Membership meeting to allow for the counting of Secret Ballots.
- C. The Members of the Association who are in good standing may vote at all Membership meetings or at a Board meeting scheduled to allow for the counting of Secret Ballots. A Member is in “Good Standing” for voting purposes unless their Association rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors in accordance with the Bylaws and these Rules, and Corporations Code Section 7341 and Civil Code §5125.
- D. The Association’s Annual Meeting will be held in the same month of the preceding Annual Meeting and in no event later than fifteen (15) months from the date of the preceding annual meeting.
- E. The Association shall send out a Notice of Annual Meeting (“Notice”) to all Members pursuant to the Governing Documents, these Rules and applicable state statute. Pursuant to Section 5115(b), is general notice shall delivered at least 30 days prior to distribution of the Ballots. Among other things, the Notice shall include times when Ballots may/can be cast and when they will be counted. The Notice shall also comply with the procedures described in Article III, D relating to the Candidate Introductions.

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III. CANDIDATES

- A. The Board of Directors will consist of five (5) Directors. Directors are elected and serve a term of two (2) years. In a year where two (2) Directors are elected, the following year three (3) Directors are elected.
- B. In order to run for the Board of Directors, a member must meet the eligibility/qualifications identified below:
 - 1. Directors shall be members of the Association.
 - 2. No more than one member from any single household shall serve as a director at any given time.
 - 3. The Association may disqualify any Member from serving as a Board Member if the Association is made aware that he or she has a past felony record which would result in cancellation of the Association Fidelity Bond.
- C. Directors must be elected solely by Secret Ballot as provided in these Rules and Civil Code §5100, as amended, and any successor statute. Voice vote, show of hands, or any method, other than Secret Ballot, shall be prohibited.

IV. NOMINATION PROCESS. The nomination process to nominate a candidate to run for the Board of Directors shall be as follows:

- A. Request for Candidates: At least 90 days prior to the Election Date, the Association shall mail to all the Notice of Election which shall include a copy of the Request for Candidate Nominations.
 - 1. The Request for Candidates shall include a demand for certification by the Candidate that s/he meets the qualifications set by the Bylaws and these rules.
 - 2. The Request for Candidates shall also include a form for each Candidate to submit a written application and statement reasonably related to the election, including advocating a point of view. The Board of Directors may limit the length of the Candidacy Statement. Candidates' Statements will be included with the Association's mailing of the Notice and Secret Ballot materials if the Statements are provided prior to the stated deadline.
 - 3. Notwithstanding the foregoing, if the fully completed application is not timely received by the Association, the Chairperson may call for nominations from the floor at the Annual Meeting only in the event that there are fewer candidates than Directors to be elected. In such circumstances, any eligible member may nominate himself/herself or may nominate another eligible individual if the individual being nominated is present to accept the nomination. If the individual is not present to accept the nomination, s/he will not be included on the Secret Ballot. Once the nominations have been announced, the Chairperson, upon a motion and second from the floor, shall call for a voice vote of those eligible voters in attendance to close the nominations. Members who desire to vote for a Candidate(s) nominated from the floor must request and complete a Secret Ballot at the

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Annual Meeting if the Member has not previously voted the Member's Secret Ballot. A Secret Ballot once voted may not be rescinded by the Member and may not be replaced by subsequently voting a second Secret Ballot.

B. Election Rules: After modification, the election rules will be distributed with the Request for Candidates to comply with the Civil Code Section 5105(h) requirement that may not be amended within 90 days of a scheduled election. (Thereafter, they will be distributed at least 30 days prior to any election with the Ballots). The Election Rules may be individually distributed or posted to an internet website; if posted, the Ballot must contain the website address and the words "The rules governing this election may be found here" in at least 12 point font.

C. Selection of Inspector of Elections: Around this same time frame, the Association Board shall select an independent Inspector of Elections. The Inspector may not be the Association Manager or attorney; rather, pursuant to Civil Code Section 5110(b), the Board may, at its sole discretion, select a Non-Member of the Association as Inspector, provided, however, that such Non-Member is an independent third party, including, but not limited to:

1. a volunteer poll worker with the county registrar of voters;
2. a California notary public
3. a licensee of the California Board of Accountancy; or
4. a Member of the Association, provided that such Member is not a director or candidate, is not related to a director or candidate, or is not currently employed by or under contract to the Association for other compensable services,

The role of the Inspector of Elections is outlined in Article IV below.

D. Posting and/or Mailing the Candidate Introduction Letter: At least 60 days before the election, the Association will provide **BY GENERAL NOTICE** the Candidate Introduction Letters and the following information: the date and physical address where the ballots are to be returned by mail or handed to the Inspector; the date, time and location where the ballots will be counted; and the list of candidates names that will appear on the ballot. If an owner has requested individual notice, these must be received by the member personally. The Inspector of Elections shall correct any reported mistakes to the membership list during this time frame.

E. Mailing the Ballots: At least 30 days before the ballot acceptance cut-off date, the Members will be mailed the election materials, including a ballot, meeting notice and double envelopes. The voting and ballots shall comply with the procedures provided below in Article V.

F. Campaign Activity: During the election process, candidates may campaign and advocate their perspectives within the parameters set forth in the Civil Code. Among other things:

1. No member shall be provided access to Association media within thirty (30) days of an Association election for campaign purposes. For purposes of this paragraph, "Association media" means the Association's newsletters, internet websites and/or Association cable channel. The term "*within thirty (30) days of an Association election*" shall mean the thirty (30) days prior to the date the first election ballot material is sent to the membership. The

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term “Association *media*” shall not include the official ballot materials sent to the membership inclusive, for Board of Directors election, biographical description and photographs of the nominees that are running for the Board of Directors.

2. In each election for the Board of Directors, the Association may hold a forum for the nominees during the Annual Meeting. The forum will be for the purposes of allowing the members to meet and ask questions of all nominees and all nominees standing for election shall be invited to attend the forum. Access to common area meeting space will be made available to all Candidates and Members advocating a point of view, for purposes reasonably related to the election, at no charge, on the specific dates and times which may be contained in the Notice of the Membership meeting or such other dates as requested in writing by the Candidate and/or Member.

3. Association funds shall not be used for campaign purposes in connection with any Association election, except to the extent necessary to comply with the duties of the Association imposed by law. For purposes of this paragraph, the Association can use its funds to have legal counsel (or other Board-designated individuals) prepare and review appropriate ballots as well as the copying, printing and mailing costs necessary to provide the ballots to the membership consistent with the Association’s governing documents and California law. The Association can also add background information and an explanation of ballot material. The Association may use funds to distribute, for election of the Board of Directors, a biographical description and photograph of the nominees within said election materials. For elections other than the Board of Directors, the Board can add a one sentence recommendation, requesting approval or disapproval of such election (the Board, however, may not advocate the election or defeat of any Candidate or an Association ballot).

IV. INSPECTOR(S) OF ELECTION

- A. One (1) Inspector of Election or three (3) Inspectors of Election shall be appointed by the Board of Directors, and shall perform the duties set forth below and shall sign a report or certificate evidencing the voting results. In the event three Inspectors are appointed, the decision of a majority of the Inspectors shall control.
- B. When the Board does select a Non-Member of the Association as Inspector, the Inspector shall be required to obtain errors and omission insurance and provide proof of same to the Board prior to the commencement of the Inspector’s work. The errors and omissions insurance policy shall be in an amount not less than one million dollars (\$1,000,000), that indemnifies the Association and its Board Members from liability and provides that the Association is a named insured of the policy.
- C. The Board may, in its discretion, pay compensation to the Inspector.
- D. Duties of Inspector(s) of Election:
 - 1. Pursuant to t Section 5110(c), determine the number of memberships entitled to vote and the voting power of each;
 - 2. Receive and evaluate the authenticity of the proxies and ballots;

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3. Confirm the number of homes represented at the meeting and confirm the existence of a quorum;
4. Hear and determine the authenticity, validity and effect of proxies and ballots;
5. Hear and determine all challenges and questions in any way arising in connection with the right to vote;
6. Determine when the polls shall close;
7. Count and tabulate all ballots;
8. Determine the results of election;
9. Appoint and oversee additional persons to verify signatures and tabulate votes after confirming those volunteer persons are themselves independent third parties (Civil Code Section 5105(a)(6));
10. Retain association election materials ("Association Records") including the candidate registration list, voter lists (name of member and address of the voting property, which may be used to verify a member's right to vote), returned ballots (reported errors must be corrected within two business days), signed voter envelopes; voters to whom ballots were sent; and proxies (Civil Code Section 5105(a)(7) and 5200(c)).
11. Retain custody of the sealed ballots at a designated location until after the tabulation of the vote and through the one-year challenge period (Civil Code Section 5125).;
12. Perform any acts which may be proper to conduct the election with fairness, in good faith, as expeditiously as possible, in a manner which protects all members in accordance with Civil Code §5000 through 5145, and any successor statutes, and the Governing Documents (Civil Code Section 5110(d)).

E. Any report made by an Inspector is prima facie evidence of the facts stated in the report.

F. Prior to the mailing of the Secret Ballots by the Association, the Inspector(s) of Election may pass a Resolution designating the management office as the location to receive the sealed Secret Ballots and maintain the custody of the sealed Secret Ballots until the time upon which tabulation of the Secret Ballots by the Inspector(s) shall occur.

V. ISSUANCE OF BALLOTS

A. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:

1. A vote of the Membership regarding assessments per Civil Code §5605;
2. Election of Members of the Association's Board of Directors;
3. Amendments to the Governing Documents;
4. Grant of exclusive-use Common Area property pursuant to Civil Code §4600;
5. Any other purpose as required in the Civil Code.

B. The record date for members entitled to receive notice of any Association election, as well as entitled to vote shall be the date thirty (30) days prior to the day the election materials are sent out by the Association.

C. Notwithstanding any other law or provision of the Association's Governing Documents, Board of Directors election and other elections required to be submitted to the membership pursuant to Civil Code §5100 shall be conducted by a Secret Written Ballot submitted to the

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member pursuant to Corporations Code §7513 and Civil Code §5000 through 5145. Ballots and two pre-addressed envelopes with instructions on how to return ballots, and a Notice of Meeting, if applicable, must be mailed by first class mail or delivered by the Association to every Member in Good Standing not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or lot, parcel or unit number on the ballot itself. The balloting materials shall include all of the following:

1. One Secret Ballot shall be issued for each separate interest owned and the owner of each separate interest is entitled to cast one ballot, regardless of the number of owners shown on the Association's membership roster. If more than one owner of a jointly-owned separate interest attempts to submit a ballot, even by mistake, the first ballot received will be counted.
2. The Secret Ballot shall contain the names of Candidates who timely delivered the required forms to the Association as referenced above. If there are no such Candidates, or if there are fewer Candidates than the number of Directors to be elected, the Secret Ballot will include the names, if any, of the Candidates and/or blank lines for write-in Candidates.
3. The Secret Ballot shall NOT identify the Member (or their designee) by name, address, lot, parcel number or number. If the Member does sign the Secret Ballot or identify him/her self, the Member shall waive his or her right to secrecy and the Ballot shall, at the option of the Inspector(s), be accepted by the Inspector(s) as a valid Secret Ballot.
4. The Secret Ballot itself is NOT signed by the Member (or their designee), but is placed into a ballot envelope ("Ballot Envelope"), which is then sealed. The Ballot Envelope is then inserted into the second pre-addressed envelope ("Address Envelope") that is then sealed. In the upper left hand corner of the Address Envelope, the Member (or their designee) must indicate his/her name and property address that entitles him/her to vote. The Member must also sign his/her name on the Address Envelope.
5. The owners of multiple properties (with the exception of the Declarant) must submit separate sealed Secret Ballot envelopes for each separate interest owned.
6. The Address Envelope is addressed to the Inspector(s) of Election for the tallying of votes. The Address Envelope can be mailed or delivered by hand by the Member to the location designated by the Inspector(s) of Election. Any member can request a receipt for hand-delivery of his or her Secret Ballot. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location designated by the Inspector(s).
7. The sealed Secret Ballots shall be kept in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until the tabulation of the Secret Ballots by the Inspector(s), at which time custody can then be transferred to the Association. After tabulation, Secret Ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election.

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8. Ballots distributed to each and every member shall identify the proposed action, provide an opportunity to specify approval or disapproval and provide at least thirty (30) days upon which to return the ballot to the Inspector(s) of Election. The voting instructions contained within the ballot materials will show a date by which the ballots must be delivered to the location designated by the Inspector(s) of Election by either the United States Postal Service, overnight delivery service or hand delivery.
9. Only Secret Ballots prepared by the Association will be accepted by the Inspector(s) either by mail or in person.
10. When the Chairperson announces, following a motion duly seconded and approved by the membership, that balloting is closed, no further members may submit a ballot to be counted.
11. Once a Member mails or delivers his/her Secret Ballot to the location designated by the Inspector(s), that Secret Ballot cannot be changed or revoked.

VI. ISSUANCE OF PROXIES

- A. Proxies will be accepted for quorum purposes pursuant to the Bylaws, Article 6, Section 12, only if those Proxies are determined by the Inspector(s) to meet the requirements of the Bylaws, and the California Corporations and Civil Codes. The Association shall not be obligated to prepare and mail proxies to the owners.
- B. In order to ensure quorum, one revocable proxy for quorum purposes only will be issued per each separate interest. The member, through the execution of this instrument, appoints any member of the Board of Directors, as the non-voting Proxy for quorum purposes only and for no other purpose, for all Annual and general Membership Meetings for a term of three (3) years from the date of the execution of this Proxy. Personal attendance at a meeting, or submission of a Secret Ballot, will suspend the Quorum Proxy only for that Membership Meeting or any adjournments. This Proxy is automatically revocable upon sale of the property, third anniversary of the date of execution or written revocation.
- C. All proxies received by mail prior to the election shall be held by the Inspector(s) of Election in the location designated by Resolution and shall be brought to the meeting for validation and registration at the meeting.

VII. REGISTRATION - GENERAL

- A. The Inspector(s) will register all Secret Ballots at the meeting (Annual Membership, Special Members, or Board). A membership roster will be maintained at each registration station for purposes of registering each separate interest present and voting at the meeting, whether in person or by proxy. Each separate interest is entitled to only one registration, regardless of the number of votes the separate interest is entitled to cast. Neither the Association nor its Managing Agent shall register any of the Secret Ballots or Proxies received by the Association.

Order: K9MNQN22R

Address: 1494 Union St Unit 908

Order Date: 02-06-2026

Document not for resale

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- B. The Inspector(s) shall verify that all Secret Ballots are sealed in two preaddressed envelopes and contain all required information on the upper left-hand corner of the Address Envelope.
- C. If a Member brings Secret Ballots for other Members to the Annual Membership Meeting, Special Members meeting, or Board meeting, the Secret Ballots must also be sealed in separate individual Ballot and Address Envelopes as required above. The Inspector(s) will register and make all necessary determinations regarding the sealed Secret Ballot envelopes.
- D. The Inspector(s) will review the information provided on the upper left-hand corner of the Address Envelope. The Inspector(s) will require, at a minimum, the following:
 - 1. That the printed name of the Member be legible and match the name of at least one of the record owners of the property as shown on the Association's Membership list;
 - 2. That the Member's signature is on the Address Envelope; and
 - 3. The address shown on the Address Envelope corresponds to the Member's address on the Association's Membership list.
- E. If, in the sole discretion of the Inspector(s), the requirements above are not met, the envelope/Secret Ballot will not be registered, and will not be valid for any purpose, including establishing a Quorum. If the requirements are met, subject to verification of membership and the member's ability to vote, the Inspector(s) of Election shall register each Secret Ballot received by placing a "B" on the membership roster alongside the member's name.
- F. If a person brings Proxies to the Annual Membership, Special Members, or Board meeting, the Inspector(s) will review and make all necessary determinations regarding those Proxies, including their validity. Subject to this verification, the Inspector(s) of Election shall register each Proxy received by placing a "P" on the membership roster alongside the member's name.
- G. Any Candidate or other Member of the Association may witness the counting and tabulation of Secret Ballots.
- H. No person, including any Member of the Association, or any employee or Association Manager, may open or otherwise review, or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.
- I. A Member who chooses to vote in person at the Annual Membership, Special Members, or Board meeting must present himself/herself at the registration table area and must sign the membership roster alongside his or her name and unit address.
- J. If a Member has not previously voted his or her Secret Ballot, the Inspector(s) shall give the Member a Secret Ballot and two envelopes to mark and cast in secret at the Annual Membership, Special Members, or Board meeting.
- K. Members voting in person at the meeting must use the Ballot and Address Envelopes, and satisfy all other requirements for a valid Secret Ballot.
- L. Determine the tabulated results of the election.

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- M. If two Proxies are registered for the same separate interest and one is dated and one is undated, the dated Proxy prevails.
- N. If two dated Proxies are registered for the same separate interest, the most current dated Proxy prevails.
- O. If a Proxy and a Secret Ballot are registered for the same separate interest, the Proxy shall be suspended and the Secret Ballot shall prevail.
- P. If the property is co-owned (i.e., husband and wife) or if the property is owned by a corporation, partnership, etc., and two or more co-owners or two or more representatives submit separate Proxies, the most current dated Proxy prevails. If a Proxy and a Secret Ballot are submitted, the Proxy shall be suspended and the Secret Ballot shall prevail.
- Q. If more than one Secret Ballot is received for any property, the first Secret Ballot received will be the one counted. If it cannot be determined which Secret Ballot was the earliest received, no Secret Ballot will be counted for that Member's property except for the purpose of establishing quorum.
- R. The Association's Managing Agent shall provide the Inspector(s) with a list of those Members whose rights and privileges have been duly suspended, who are not Members in Good Standing and/or who are not entitled to vote at the Annual Membership, Special Members, or Board meeting where voting by Secret Ballot is to occur or be counted. The Inspector(s) will take appropriate steps, including making notations or otherwise marking the Membership registration list and/or sealed Secret Ballot envelopes, to prevent suspended Members from voting at the Membership, Members, or Board meeting.
- S. If a Proxy is signed by a person whose name does not appear on the membership roster, the Proxy shall be invalid. As an exception, in the case of a legally married couple, if a Proxy is signed by a spouse, whose name does not appear on the membership roster, the Proxy shall be valid, due to the State's community property laws.
- T. All unsigned Proxies shall be invalid and shall not be used for quorum purposes.
- U. All voided/invalidated Proxies and Secret Ballots are to have "VOID" written across them, the reason for voiding and the initials of the Inspector(s) of Election.

VIII. DETERMINATION OF QUORUM

- A. The Inspector(s) of Election shall confirm the memberships verified as being in attendance in person or by proxy, as indicated on the official membership roster and shall inform the Chairperson that a quorum is or is not in attendance. Except as otherwise provided in the Bylaws, the presence in person or by proxy of twenty-five percent (25%) of the Association's voting power constitutes a quorum.
- B. When the Chairperson announces, following a motion duly seconded and approved by the membership, that registration is closed, no further members may be registered, except for

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those who are in line and recognized by the Chairperson at the moment the announcement is made.

- C. Once registration has been closed, if a Quorum is present, the meeting, if it is a meeting of the Membership or Members (and if nominations are allowed in the Bylaws) may proceed with nominations from the floor from additional Candidates. Further, unless the Candidates have submitted their written nomination to the Board, write in Candidates must also be nominated from the floor.

IX. ADJOURNED MEETING - ISSUANCE OF BALLOTS

If the meeting is adjourned to another date due to lack of quorum, at the adjourned meeting date, new Secret Ballots and two pre-addressed envelopes are to be issued to all members present. Any Secret Ballots which are cast at the Annual Meeting and put directly into the Secret Ballot box without the Ballot and Address Envelopes will not be valid for that or the adjourned meeting. Secret Ballots which are mailed or delivered to the Inspector(s), or which are cast at the Annual Meeting and put directly into the Secret Ballot box, in properly completed, sealed Ballot and Address Envelopes will be valid for adjourned meetings. As stated above, if two ballots are received for the same separate interest, the earliest dated Secret Ballot shall prevail.

X. COUNTING AND TABULATION OF BALLOTS

- A. Once the Secret Balloting has been closed, the Inspector(s) shall open the sealed envelopes and begin the counting and tabulation of the Secret Ballots.
- B. The tabulation and counting of the votes by the Inspector(s) of Election shall be conducted at a properly noticed open meeting of the Members or Board of Directors, after verification of a Quorum of the Membership.
- C. Any Member of the Association may witness the counting and tabulation of votes from a distance of no less than five (5) feet from any Inspector. Members, including Candidates, may not communicate with the Inspector(s) during the inspection, registration, counting or tabulation process. Inspector(s) may cause the removal of any witness who interferes with the counting or tabulation process.
- D. All Secret Ballots must be legible and clearly marked. All questionable proxies and ballots are to be separated for a determination of validity by the Inspector(s).
- E. If the number of votes cast on a Secret Ballot exceeds the number of positions to be elected, no votes will be counted, and the Secret Ballot will be used for quorum purposes only.
- F. When a box is checked or otherwise marked for a candidate, and it is the only box **checked or marked**, all of the member's votes shall be counted for that candidate. When fewer boxes are checked on the ballot than the number of Directors to be elected, the count shall be one vote per check not to exceed the number of authorized votes.
- G. When counting the valid ballots, one Inspector(s) will call the vote, one Inspector(s) will keep the tally and one Inspector(s) will oversee the count.

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- H. At the discretion of the observing Inspector(s), the votes may be recounted by rotating Inspector(s), i.e., the person that counted will then tally and the person that tallied will count.
- I. The Inspector(s) will provide the members of the Board with a final count and tabulation of the Secret Ballots.
- J. The Inspector(s) shall not:
 - 1. Provide members and Candidates with information regarding the Secret Ballot;
 - 2. Answer questions concerning the Secret Ballot and vote; and
 - 3. Provide any interim counts or tabulations.
- K. The Inspector(s) may request that the meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the Secret Ballots to another time. Notice of the recessed meeting will be given to all Members at the meeting where the counting and tabulation occurs and will identify the location, dates and times when the counting and tabulation will be resumed. The Inspector(s) will continue to maintain custody of the Secret Ballots at the designated location until the counting and tabulation is complete.
- L. The Inspector(s) will certify the results of the Membership election by completing a report and providing it to the Board.

XI. ANNOUNCEMENT OF RESULTS

The results of any election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next Board meeting and shall be available for review by all Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members (this could be done in the form of a newsletter if it is mailed to the members within the 15 day timeline).

XII. TIE VOTES

In the event of a tie vote among any number of the Candidates, the Association will notice a Special Membership or Board meeting and send out Secret Ballots to all Members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures set forth herein, to the extent they are applicable to a run-off vote. No previously cast Secret Ballots will be used at the meeting to break the tie.

XIII. RECOUNTS AND ELECTION CHALLENGES

- A. A recount may be requested by any unsuccessful Candidate, in writing which sets forth good cause for the request. A recount may be denied or granted in the sole discretion of the Inspector(s), and upon such terms and conditions (including assumption of costs by the requesting Candidate) as the Inspector(s) may reasonably impose. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
- B. In the event of an election challenge and upon receipt of a written request from a Member, the Association will make the Secret Ballots available for inspection and review by Association Members or their authorized representatives. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.

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XIV. REMOVAL/RECALLING OF DIRECTORS

The Association Governing Documents described the procedure for recalling or removing a director. Generally, the membership may recall the entire Board or an individual director, subject to cumulative voting restrictions. The first step is for the membership to vote by secret ballot to remove a director. If an association has fewer than 50 members, the removal is approved by the affirmative vote of a majority of all members entitled to vote. (Corp. Code §7222(a).) If the association has 50 or more members, removal is approved by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present, with the affirmative votes also constituting a majority of the required quorum. (Corp. Code §7222(a).) The consideration of such a removal is initiated by a Petition of members to remove the Board or an individual member. Members may request a special meeting of the membership for the purpose of removing the entire board or individual directors and the election of new directors in the event the recall is successful. The petition must be signed by 5% or more of the membership (Corp. Code §7510(e)), meaning persons who are on title. Once a proper petition has been submitted to the board, the board must set a date for the meeting and send notice to the membership. The board must also prepare and send ballots as provided for in Civil Code §5115(a). Meeting Agenda. The only business that may be conducted at the special meeting is the recall of the directors and the election of new directors in the event the recall is successful. The notice of meeting shall specify those matters the board intends to present for action by the membership. Once members remove a director, his/her replacement must be elected by the membership not appointed by the board. (Corp. Code §7224(a).) The procedure for electing a new director is substantially the same as described above

XV. CONSULTATION WITH ASSOCIATION LEGAL COUNSEL

The Inspector(s) have the authority to confer with Association legal counsel in advance of, or at the meeting where Secret Ballots are to be counted. Legal counsel represents the Association and does not represent the Members, Inspector(s), Board Members, management or any other person. By the adoption of these Rules, the Association waives the attorney-client confidential communication privilege, and Association legal counsel has been authorized by the Board of Directors to provide advice to, as determined necessary or prudent by the attorney, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector performing its duties for the Association.