

ROSSMOOR PARK OWNERS ASSOCIATION

HOMEOWNERS' GUIDEBOOK OF RULES, REGULATIONS
AND PROCEDURES

Adopted and Approved by Board of Directors as indicated

12200 Montecito Road
Seal Beach, California 90740

ROSSMOOR PARK RULES AND REGULATIONS

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HOMEOWNERS' GUIDEBOOK OF
RULES, REGULATIONS AND PROCEDURES

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THE ROSSMOOR PARK OWNERS ASSOCIATION
HOMEOWNERS RULES, REGULATIONS & PROCEDURES

Adopted on August 16, 2001, Revised 9/24/09

I. INTRODUCTION

This Homeowners' Handbook is intended to guide residents of Rossmoor Park toward a better understanding of the rules and regulations which govern our community. These rules are not intended to replace the Declaration of Covenants, Conditions and Restrictions (CC&Rs) or Bylaws, but to condense some of the more important articles contained in those documents, together with certain rules and regulations that the Board of Directors is empowered to establish.

The rules and regulations in this Handbook are designed to provide the greatest benefit to all of our residents. Please ensure that all members of your household become familiar with these rules governing the use of the Common Area facilities and your Unit at Rossmoor Park. All residents will be responsible for compliance with the terms herein.

Nonresident Owners will be responsible for including a reference to this Handbook in each residential lease executed by the Owner along with references to both the CC&Rs and Bylaws. Owners must provide a copy of these Rules, Regulations and Procedures to their tenants and will be held responsible for their tenants' violations of the Governing Documents.

Your support is necessary to assure that the objectives of the Board of Directors to make and keep our community the best it can be, will be met. Any suggestions toward this end should be communicated to the Board.

II. PENALTIES

Any violation of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership ("CC&Rs"), Bylaws, or Rules and Regulations (collectively "Governing Documents") could result in an Owner being fined by the Board of Directors a sum not less than \$50 nor more than \$ 100 for each violation plus the cost to repair or replace damage to the Common Area for which an Owner, the Owner's guests or tenants are responsible. Please refer to the Fine Schedule, attached hereto, for the specific schedule of fines and penalties that may be assessed by the Association for violations of the Governing Documents of the Association.

III. RULES AND REGULATIONS

The Board of Directors has enacted the following rules and regulations. as authorized in the CC&Rs, originally effective January 5, 1979, and amended June 27, 1979; May 1, 1982; March 11, 1992, March 26, 2001, and August 16, 2001:

Rules and Regulations

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A. GENERAL RULES

1. Structural alterations to the exterior and interior of a Unit are not permitted to be made by an Owner without first obtaining the prior written approval of the Board of Directors. This requirement also applies to structural changes to interior weight-bearing walls. Any building permits required to be obtained for any construction, remodeling or alterations shall be the responsibility of the Owner. Building permits obtained are not considered a substitute for prior written Board approval.
2. Capital Improvements: A capital improvement is (i) substantial discretionary addition to the common areas; (ii) voluntary significant upgrades to common area materials; (iii) discretionary material alterations to the appearance of the development; (iv) government mandated improvements; and/or (v) those improvements required for the safety of the Association and its Members. Where a Capital Improvement is not budgeted by the Association, the board may not spend in excess of 5% of the Association's Annual Common Area Maintenance budget on Capital Improvements **without approval of a majority of Owners.**
 - A. The Association Board will give homeowners 90 days' notice of proposed Capital Improvement spending in the following manner:
 - (i) On two consecutive meeting agendas as the first item on the agenda and in BOLD TYPEFACE; or
 - (ii) Send written notice by email to all Owners with the approximate dollar amount of proposed Capital Improvement and a description of the improvement and its required purpose in the subject line of the email; and
 - (iii) Send a separate letter with the costs and description of the Capital Improvements; or
 - (iv) Hold a Town Hall meeting, in-person meeting or via other electronic form, to allow all Owners to participate.
3. Owners are responsible for all maintenance, repair, replacement and restoration of their Unit and shall be held financially liable for any damage to other Units and/or Common Area for which they, their guests, tenants and invitees are responsible. All maintenance and repairs shall be completed promptly by the party responsible for such maintenance and repairs pursuant to the Governing Documents.
4. Residents shall maintain reasonable sound levels of TV's, stereos, receiving equipment, musical instruments, and amplifiers to avoid disturbing their neighbors.
5. "For Sale" or "For Rent" signs shall not be larger than 2'x2' and shall be displayed in windows of a Unit or outside the Unit within the Common Area immediately adjacent thereto by the Owner thereof or by his agent.

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6. \$195 Annual Fee for Owners with Rental Units: The association requires a \$195 fee annually for each owner who is utilizing the unit as a rental, billing will be sent to such owners once per year. Owners are required to ensure that a current tenant information form and/or lease are provided to the management company each time there is a new tenant, as required by the CC&Rs. The annual fee is to cover additional administrative costs, additional bulky item trash pickups, and other revolving occupancy expenses of the Association.
7. Rossmoor Park to maintain a 30% rental ratio.
 - (a) New Owners will not be allowed to rent their units while the Association has more than 30% of the units being rented by the Owners. New Owners will be added to the waiting list for rental of their unit. Upon the opening of a rental slot by the Association, the first Owner on the waiting list will be notified of the opportunity to rent their unit. The notified Owner will have three (3) days to respond to the advertisement of their acceptance of the rental slot. If the owner fails to respond to the notice within that time frame, the Association will move to the next Owner on the waiting list. This process will be repeated until the available slot is spoken for by an Owner.
 - (b) This Leasing Restriction will **not** apply to current property owners in the Association, only to a unit if it is sold after the passage of this rule.
8. Residents shall not plant trees, plants, or flowers within the Common Area.
9. Recreational Activities in Common Areas: The following Recreational activities such as ball playing, frisbees, skating, skateboarding, rollerblading, scooters, razors, and bicycling are not permitted within the Common Area of the Association.

Sidewalks must not be blocked on the Primary Walkway at any time. Primary Walkway is defined as the walkway from the lobby to the end of the E Building. Recreational activities, not listed above, are allowed in designated areas as shown on the attached map.
9. Screen doors are not permitted in buildings containing elevators
10. Shopping carts must be returned to the following designated locations:
 - Next to bench between small pool and D Building.
 - Alongside of Laundry Room 8, facing J Building.
 - Outside of locked dumpster area between A & D Buildings.
11. The feeding of animals on the Common Area is strictly prohibited. Violators will

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be subject to a fine pursuant to the Association's Fine Schedule after a duly noticed hearing provided by the Board in conformance with the California Civil Code. See Exhibit A attached, for revised Pet Rules dated August 12, 2009, and adopted September 24, 2009.

12. All Owners of rental Units must provide the Board of Directors, in writing, with the name(s) and home telephone number(s) of tenants on the Association's Registration Form at such time as each change in tenancy occurs, along with a signed copy of their lease agreement. Any lease agreement of an Owner's Condominium shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents. Said lease agreement shall further provide that any failure by the lessee to comply with the terms of the foregoing documents shall be a default under the lease agreement.

Each Owner is responsible for assuring compliance by such Owner's lessee with the provisions of the Governing Documents. In the event of a violation of any provision of the Governing Documents by the Owner's tenant, such Owner shall be responsible for payment of the fine imposed by the Board after a duly noticed hearing provided by the Board in conformance with the California Civil Code.

13. All Owners shall complete an Owner/Renter Registration Form of the Association (attached hereto) within fifteen (15) days of transfer of title to a unit or execution of a residential lease.
14. No unit or any portion of the Project shall be used for any business, commercial, manufacturing, mercantile, storage or vending, or for any nonresidential purposes, provided that the use of any portion of any Unit as a "home office" shall not be considered to be a violation of this rule as long as:
 - (1) no products, goods or services are produced, manufactured, stored, marketed or sold from or in the Unit in any manner;
 - (2) all applicable federal, state and local laws, ordinances and rules are complied with by the Owner and his/her tenants, invitees and licensees;
 - (3) no employees work in the Unit;
 - (4) no clients, customers, patrons, employees, messengers, delivery personnel, or other individuals regularly visit the Unit or any portion of the Project in relation to any business conducted therefrom in a way which causes a nuisance, unreasonable disturbance, or additional traffic throughout the Property; and
 - (5) the Owner obtains and maintains appropriate and adequate insurance coverage, including, but not limited to, workers' compensation insurance

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and comprehensive general liability insurance, in order to insure against any type of injury, such as property damage or personal injury occurring within the Owner's Unit or Common Area and against any cause of action whatsoever arising or relating to the use of the Unit as a home office.

15. Only specified personnel designated by the Board of Directors may operate and/or adjust machinery, tools, valves, switches, and timers located within the Common Area. Violators will be subject to the levy of a fine in accordance with the Fine Schedule after a duly noticed hearing provided by the Board in conformance with the California Civil Code.
16. No soliciting is allowed anywhere on the Project.
17. No external items such as, but not limited to television and radio poles and antelinas, including satellite dish antennas, clotheslines, wiring, insulation, air-conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio or balcony enclosures, sunshades, walls, landscaping and planting, other than those that were part of the original construction of the Project, or any replacements thereof, shall be constructed, erected, or maintained on or within the Project, except those items that are approved by the Board of Directors in writing.
18. Under no circumstances shall a washer and/or dryer be installed within a Unit, as the plumbing in each of the condominium buildings was not designed to accommodate such appliances.
19. Except for those matters addressed to the Board at a regular or special meeting of the Board, communications to the Board of Directors by residents on any matter must be made in writing and mailed to the Association in care of the Property Manager. Residents should first contact the Management Company on any Association matter and refrain from contacting Board members at home, except in cases of extreme emergency, which includes a threat to person or safety.
20. No doormats allowed in B & D Buildings.
21. Anyone defacing property within the Common Area shall be subject to the following:
 - (1) A fine in accordance with the Fine Schedule, after a duly noticed hearing held by the Board in conformance with the Civil Code; and
 - (2) A special assessment for damage to Common Area being levied on the responsible Owner pursuant to Civil Code Section 1367 (b), after a duly noticed hearing held by the Board in conformance with the Civil Code.

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In addition, the Association shall report such activity to the police and file appropriate charges.

B. MONTHLY HOMEOWNERS' MEETINGS

THESE WERE ADDED TO ADD TRANSPARENCY AND PARTICIPATION TO THE HOMEOWNER MEETINGS, AND TO ASSURE FUTURE BOARDS WILL BE REQUIRED TO HAVE TRANSPARENCY AND ALLOW PARTICIPATION FROM HOMEOWNERS IN THE OPEN BOARD MEETINGS

1. **General Session Meetings: Notification added to General Session Agenda with the total dollar amount of contracts to be discussed.**

- (1) The Association General Session Meeting Agenda shall contain a statement of the approximate total dollar amount of all contracts to be discussed and or approved at the General Session meeting. This item will be the first item on the Agenda.
- (2) The Agenda should contain a statement such as: "At this General Session, the Board will be discussing and possibly voting on contracts totaling approximately \$x,xxx.00 to \$x,xxx.00."
- (3) All future Homeowner's meetings will be held by Zoom in addition to in person, where permitted, so all members may attend and may be a part of the Homeowner's Forum. Board members may also attend by Zoom if it is a hardship to attend in person.

2. **General Meetings: Response to Owners Questions**

- (1) When an owner brings an item to the Association Board Meeting for discussion, the owner will be given the option to have the Board's response at the meeting or after the next Executive Session meeting by the Board.
- (2) Any response not given at the General Session Meeting by the Board will be sent to the Owner via email within 14 days of the next Executive Session.

3. **Homeowner's Open-Forum to be held at the End of Each General Session Monthly Meeting.**

- (1) In addition to the current Homeowner Forum at the beginning of the meeting, the Board will have a second Homeowner Forum period at the end of each General Session. Owners will have the opportunity to address the board pertaining to the agenda items discussed at the meeting.

4. **The HOA Board and Management Company Employed by Rossmoor Park Must Following the California Civil Code (Davis-Stirling laws) Regarding the sending out of Agendas and Notices.**

(See Civil Code Code §4040. Providing Notice or Delivery to Individuals)

- (1) In compliance with Davis Stirling Code 4040, any member who requests Agenda and/or Notices by **email** or mail, will receive all Agendas and Notices by email or mail. This request can be sent by email or mail to Association's Management Company. In compliance with the Davis Stirling Act, this rule will be in our Annual Letter. It will be placed on page 1 of the Annual letter in typeface bold and underlined that “any member who would like to request to receive all agendas and all notices by e-mail may do so by emailing the Board Members and the Management Company”.
- (2) If the Board and/or Management ignores or refuses to send out agendas by the delivery method requested by the Homeowner, this will be considered in violation of the Management Company and Board’s fiduciary duty.

C. BOARD MEMBER ETHICS

1. All Board Members must read and sign an Ethics Policy adopted in November 2020 by the Board of Directors.
2. If a Complaint form against a Board Member is filed by an Owner that a Board Member is not following the Ethics Policy, CCR’s, Davis Stirling Act, or other fiduciary requirement, the Board will investigate the complaint, and if found to be meritorious, will hold a hearing with the accused Board member to resolve the issue. If the hearing does not resolve the issue, the board will proceed with an IDR or ADR with the homeowner and board member.
3. If a Complaint form is received regarding spending not disclosed on an agenda to the Association and its Owners, the Board must stop all spending activity and investigation the complaint. All complaints will be addressed at the next Executive Session of the Board.
4. The Board cannot hire an attorney with association funds to represent them at open board meetings or at an internal ADR/IDR between the Board and the accused Board member of violating CCR’s, Davis Stirling Act or Ethics Policy.
5. The Board cannot have the Management Company represent them at board meeting regarding disputes between homeowners and the board if the homeowner specifically asks to get answers from the Board directly.

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Nor can the Management Company represent the Board at an internal ADR/IDR between Board and Homeowner(s) if no lawsuit is filed by either party.

D. DISPUTE RESOLUTION

1. **ADR/IDR/Hearing to be by Zoom if requested by Board Member(s) or Owner(s):** All future hearings, IDRs, and ADRs may be held by Zoom or other electronic forum if requested by the Owner or Board Member(s). This is a rule of convenience and shall be followed unless it creates a hardship on either party.
2. **Board to have a hearing/IDR (Internal Dispute Resolution) with Homeowners delinquent in assessments before recording a lien or sending to attorneys or collection agencies.**

The Association Board shall be required to hold a hearing with each Owner who is delinquent in the payment of assessments to the Association. The Board shall then determine if the Association shall place a lien on the Owner's Unit or send the defaulting Owner to the Association's Collection Attorney or collection agencies.

E. RECREATION AND HEALTH ROOMS

1. Residents and their guests (accompanied by resident) may use the Recreation Room from 8 a.m. to 10:30 p.m. Sunday through Thursday, and from 8 a.m. to 11:30 p.m. Friday, Saturday, and any day preceding a legal holiday.
2. Wet bathing attire or bare feet is not permitted at any time in B & D Buildings, the hallways, clubhouse or gymnasium.
3. No smoking is permitted in the clubhouse, gymnasium, hallways, and elevators.
4. Residents must leave the Recreation and Health Rooms in clean and neat order, including removing all trash, returning tables and chairs to their proper places, and cleaning the kitchen area.
5. Noise should be kept to a minimum and at an acceptable level in consideration of other residents and their guests in their Units and those residents and their guests who may be using adjoining Common Area facilities, such as the pool area, spa, Recreation Room, and gymnasium.
6. No foul or offensive language may be used in the Recreation and Health Rooms.
7. No noxious or offensive activities which might become an annoyance or nuisance to other persons using the Recreation and Health Rooms shall be permitted.

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8. Alcoholic beverages are not permitted in the Recreation and Health Rooms.

(1) Private Use of Recreation Room

1. A resident may reserve the Recreation Room for private use by no more than 110 persons at any one time upon written request to the Board of Directors at least 30 days prior to the intended date.
2. A deposit of \$100 will be required within five days of written notification and approval from the Management Company. This deposit will be returned if the facility is left undamaged and properly cleaned to the satisfaction of the Board of Directors.
3. Reservation of the: Recreation Room does not include the pool area or gymnasium.
4. No pool parties are permitted at any time at either pool.
5. If a Board member or agent of the Association inspecting the Recreation Room determines that the room has been damaged or left in an unacceptable condition, the Board will retain all or any portion of the deposit it considers reasonable to repair the damage or properly clean the Recreation Room. Any costs in excess of the deposit necessary for the repair of damage resulting from the use of the Recreation Room shall be paid by the resident promptly upon billing by the Association. If the resident is not an Owner and fails to pay the amount in excess of the security deposit, said amount shall be billed to the responsible Owner in the form of a special assessment levied in accordance with Civil Code Section 1367(b).

(2) Health Room

1. Health-room equipment is for the use of persons 14 years of age or older. Guests must be accompanied by a resident.
2. All equipment must be put back in its original position and mats folded after use.
3. Shower, toilet, and sauna area should be left in a clean condition.
4. Lights must be turned off and doors locked when leaving the Health Room.

F. LAUNDRY ROOMS

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1. Hours of operation are from 8 a.m. to 10 p.m.
2. If a resident is unable to return to the laundry room before a cycle is completed, laundry may be removed by the next user and placed near the washer or dryer that was being used by the prior user. The Association shall not be held responsible for the loss of any items or clothing left in the laundry room.
3. Washer and dryer machines must be left in a clean condition. Lint must be removed from the lint trap at the end of a drying cycle. Floors and tables must be left clean and ready for the next user.
4. If any machine is found to be defective, place a trouble (red) tag provided in each laundry room on the defective machine and notify the Management Company, identify laundry room and machine by number as follows:

	<u>Room No.</u>	<u>Washer No.</u>	<u>Dryer No</u>
B Building: First Floor	1	1 or 3	3 or 4
Second Floor	2	1 or 2	3 or 4
Third Floor	3	1 or 2	3 or 4
D Building: First Floor	4	1 or 3	3 or 4
Second Floor	5	1 or 2	3 or 4
Third Floor	6	1 or 2	3 or 4
Facing Small Pool	7	1-5	6-10
Facing J. Building	8	1-5	6-10

5. Use the bulletin board in the laundry room at each end of K Building for posting notices, do not deface walls. Defacing the walls shall not only result in a fine but a special assessment for the repair of damage to the Common Area walls being levied on the responsible Owner after a duly noticed hearing. The Association shall also report such activity to the police and file appropriate charges.

G. SWIMMING POOL

1. Pool hours are from 8 a.m. to 10:30 p.m. Sunday through Thursday, and from 8 a.m. to 11:30 p.m. Friday and Saturday. Anyone using the pool before or after hours will be considered to be using the pool without authorization and will be asked to leave the pool area immediately.
2. All guests MUST be accompanied by an adult resident when using the pool or Jacuzzi. Each household is allowed up to four (4) guests. This rule will be strictly enforced.
3. Pool Rules

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- (1) NO LIFEGUARDS are on duty; thus, each resident is responsible for him/herself and guests.
- (2) Children under the age of 14 years MUST be supervised by an adult resident at the pool and spa areas at all times.
- (3) Wearing only diapers in the pool is prohibited, as is changing diapers at poolside or washing off soiled persons or clothing in the pool water.
- (4) Incontinent persons may use the pool or Jacuzzi provided that rubber pants, swim diapers, or special swimsuits are worn to prevent fecal matter or urine from making contact with the pool water.
- (5) For everyone's safety, persons using the pool or Jacuzzi shall wash their hands with soap and hot water after using the restroom.
- (6) Anyone suffering a communicable disease that can be transmitted through water or who has had diarrhea in the two (2) week-period prior to use shall not use the pool or Jacuzzi in order to prevent others from acquiring waterborne illnesses.
- (7) No glassware, or glass containers are allowed in the pool areas or Jacuzzi. Only plastic containers are permitted.
- (8) Alcoholic beverages and food are prohibited in the pool area.
- (9) Unit Owners are responsible for any litter left by guests.
- (10) Rough play, jumping and diving, are not permitted in the pool. Jacuzzi or the pool area.
- (11) Rafts and floats are not allowed in either pool or Jacuzzi. Only pool or patio furniture shall be permitted within the pool and Jacuzzi areas.
- (12) Radios are to be played softly at all times to avoid annoying other residents. It is strongly suggested that residents and guests use headsets for radios. Excessive noise will result in a fine.
- (13) Pool furniture owned by the Association is to remain in the pool area.
- (14) Sunbathers using oils or lotions are to cover their lounge chairs with a towel. These sunbathers must shower before using the pool or Jacuzzi. (Oils and lotions cling to the sides of the pool and Jacuzzi Detergents are necessary to remove this residue.) Failure to shower before entering the pool or spa shall result in a special assessment being levied against the

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responsible Owner in accordance with Civil Code Section 1367(b) after a duly noticed hearing is held by the Board pursuant to the Civil Code.

(15) No pool parties are allowed.

H. GARDEN UNITS

1. Stairways must be free of all objects. Plants will be allowed under staircases, provided that they are self-contained, with sealed bottoms, and do not extend through the stairs. Landings must be free of all objects, except for plants that do not exceed more than one-half of the space between the wall and railing.

I. ALL UNITS

1. No laundry, cartons, linens, or clothing of any type shall be displayed in windows or on patios or balconies. Only outdoor furniture on the patios or balconies which does not exceed the height of the railing, shall be permitted, unless approved by the Board. No appliances on patios or balconies shall be allowed.
2. Plastic sheeting and webbing shall not be allowed on wrought-iron railings. Only open-weave wooden cross slats will be permitted.
3. Flower boxes on balconies must be permanently attached to wooden railings by adequate screws or bolts within the boxes. Individual flowerpots shall not be placed on railings unless thoroughly secured (this does not apply to first-floor Units).
4. Only electric or gas grills will be allowed on patios or balconies.
5. Flooring Underlayment FLOORS - IIC-STC 65: All new flooring must be approved by submitting an Architectural Application that shows an underlayment to be used with a required **rating of IIC-STC 65 or higher**; receipts for flooring must be submitted and signed off before flooring is installed.

The installation of the underlayment must be observed and signed off on Architectural Application by a Board Member before flooring is installed.

J. GARAGE AND CARPORT AREAS

1. Homeowner Association owned parking spaces/carports are only to be used by the occupants that live in the unit that rented the space(s). Subleasing or allowing other Owners or guests to use the space rented by an Owner from the Association, is not allowed and will result in the loss of the rental parking space/carport.
2. All Owners leasing their spaces have 30 days in which to terminate the lease of

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the space to non-occupants of the Unit or the Association will retake the space and lease the space to another Owner. Owners in violation of this rule will be called to a hearing at which time the space can be taken by the Association.

3. The following are guidelines for leasing of parking spaces/carports in the Association:

1 Bedroom Units – 1 owned space may lease 1 regular leased space = 2 spaces. **

1 Bedroom Units – 2 owned spaces may not lease a space = 2 spaces **

2 Bedroom Units – 1 owned space may lease 1 space = 2 spaces **

2 Bedroom Units – 2 owned spaces may not lease a space = 2 spaces **

3 Bedroom Units – 1 owned space may lease 1 regular or 1 Tandem Space = 3 spaces **

3 Bedroom Units – 2 owned spaces may lease 1 space not Tandem = 3 spaces **

3 Bedroom Units – 1 owned Tandem Space may lease 1 space = 3 spaces **

** Spaces must be used by occupants of the units.

4. Residents must park in their signed space(s) only and be considerate of residents who park in adjoining spaces. In this regard, access to parking spaces shall not be blocked. In addition, parking horizontally in parking spaces shall be prohibited.
5. A maximum 10 mph speed limit shall be observed on driveways at all times.
6. Mechanical or cosmetic repairs to motor vehicles shall be limited to emergency repairs to enable the vehicle owner to transport the vehicle to an automobile repair shop. Such repairs shall be done during daylight hours and shall be performed only in the resident's carport area. The carport area shall be cleaned upon completion and noise kept to a minimum.
7. Observe all one-way signs. The No. 1 gate (facing the bowling alley) is for exiting only; the No. 2 gate (Montecito at Main Way) is for entering only.
8. Spaces shall be kept clear of all matter, except bicycles, which must be secured to the underside of storage lockers with a heavy chain or hung from the lockers. An Owner must seek the Board of Directors' prior written approval of the storage of any item outside the storage lockers that does not conform to the above-mentioned rule. Storage of any kind on the ground is prohibited, as are any containers of flammable material, including without limitation, oil, paint,

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gasoline, kerosene, and the like.

9. Fresh oil drippings shall be covered with sand or other absorbent material immediately until such material becomes saturated, at which time it must be permanently removed, and the ground cleansed of all oil. No paper, cardboard, or other flammable material is to be used to absorb oil. Residents failing to clean their parking space of oil drippings shall be charged a Special Assessment, after a duly noticed hearing, equal to the Association's cost to clean the surface of the parking space.
10. Motor vehicles are not permitted to be parked on sidewalks within the Project, unless the Association, through the Board or the Management Company, provides its prior written approval to do so.
11. Driveways shall be kept clear of all service and maintenance vehicles, except for moving vans. No deliveries or large items such as furniture or heavy appliances are to be made through the front lobby. Gates 2 and 3 are to be used for these deliveries. Residents must notify moving van drivers to place a note in their front windshields to identify the Unit to which they are delivering furniture, appliances or other items.
12. Drivers, will be allowed to park in designated loading zones for up to 15 minutes to pick up, discharge, or help residents to and from their Units.
13. To facilitate the cleaning of carport and garage areas on the second and fourth Monday of every month, residents are required to move their vehicles no later than 8:00 a.m. on that day.

K. VIOLATIONS RESULTING IN TOWING - TOWING POLICY.

1. Any vehicle parked in a marked fire-lane; within fifteen feet (15) of a fire hydrant, any other marked Red Zone; in any area designated "No Parking" or in any manner which interferes with any entrance to or exit from the Project or any garage or assigned parking space, may be towed without prior notice of violation or notice of intent to tow.
2. For all other parking violations other than as described above in Paragraph 1, a fine will be levied against the offending Owner; subject to the Association's Fine Schedule and reasonable "notice and hearing", procedures. Notwithstanding the levy of a fine by the Board of Directors for a violation of the parking rules and regulations, the Association retains the right to tow after the third and subsequent violation of the same parking rules and regulations within a three-month period.

In addition to the foregoing, any warning letter and any subsequent notice relating to a violation of the parking rules and regulations shall include all of the

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following:

- (1) Vehicle description of the make, model, color, number of doors, and vehicle identification number ("VIN No.") if available.
- (2) License number and state of issuance.
- (3) Date and time violation occurred or noticed.
- (4) Violation charged (Grounds for levy of fine or towing.)

L. TOWING PROCEDURE

When a vehicle is to be towed away, the following steps shall be taken in accordance with this Towing Policy and the provisions of California Vehicle Code Section 22658.2 et seq. as amended:

1. Towing service shall be called by either a Board member of the Association or the Association property manager:
2. The identity of the registered owner of the vehicle is known or readily ascertainable, the President of the Association, or his/her designee (i.e., the towing service) shall, within a reasonable time after the vehicle has been towed, notify the owner of the removal by first-class mail. If the identity of the owner of the vehicle is not known or ascertainable, the President of the Association or his/her designee shall comply with Vehicle Code #22853(c).
3. The President of the Association or his/her designee shall also give notice of the removal to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license number, and the address from where the vehicle was removed.

ABANDONED VEHICLE

When it is believed that a vehicle has been abandoned, the local traffic law enforcement agency shall be contacted to handle the matter.

RESPONSIBILITY OF OWNERS FOR VIOLATION OF PARKING RULES AND REGULATIONS

Owners of Units within the Association shall be subject to this Towing Policy and the applicable enforcement procedures of the Association for any violation of the parking rules and regulations. Owners shall also be responsible for compliance with the parking rules and regulations and violations thereof, by their guests, tenants, licensees, and invitees.

ROSSMOOR PARK RULES AND REGULATIONS

M. BARBECUE AREA

1. Residents are responsible for cleaning the grill and making sure that the gas jets are turned off after use.
2. Trash is to be deposited in the container next to the grill.
3. Tables should be cleaned off for the next user.
4. When leaving, shut off the barbecue-area light switch located on the exterior of the laundry-room wall.

IMPORTANT TELEPHONE NUMBERS

Emergency	911
Seal Beach Police Department	562-799-4100
Orange County Fire Department	562-596-2786
Los Alamitos Medical Center	714-826-6400
Rossmoor Towing Service	562-598-7316
Seabreeze Management Company	949-599-2142

FINE SCHEDULE

The Board of Directors shall have the right to levy fines on an Owner who commits or is otherwise responsible for a violation of any provision of the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership ("CC&Rs"), Bylaws, Articles of Incorporation or Rules and Regulations (collectively, "Governing Documents") of the Rossmoor Park Owners Association ("Association") committed by the Owner, the Owner's tenant(s), guest(s), family member(s), and invitee(s).

Before any fine will be imposed, the Owner shall be given the right to attend a duly noticed hearing before the Board to oppose the proposed imposition of a fine in accordance with the Association's Enforcement Policy. A copy of the Policy is attached.

The following fine schedule shall apply to each violation of a provision in the Governing Documents:

First Violation: \$50

Second Violation of the Same Provision: \$75

Third and Subsequent Violations of the Same Provision: \$100

Continuing Violations: An additional \$25 will be added to the prior fine on the same violation every thirty (30) days t-hat the violation continues. For example, a \$50 fine will be imposed on the first 30 days: \$75 if the violation is not corrected on the thirty-first day; and \$100 if the violation is not corrected by the sixty-first day following the first citation of the violation: If a violation continues for more than three (3) months, the Board will consider other available remedies to obtaining a correction of the violation. An example of a "continuing violation" would be an architectural violation, improper storage of a garbage can, obstruction of Common Areas, or any other violation that is not rectified within a 30-day period.

THE BOARD'S POWER TO FINE AN OWNER IS ONLY ONE OF THE REMEDIES AVAILABLE IN SEEKING AN OWNER'S COMPLIANCE WITH THE ASSOCIATION'S GOVERNING DOCUMENTS. THE BOARD MAY, AT ITS OPTION, SEEK OTHER REMEDIES TO GAIN AN OWNER'S COMPLIANCE AT ANY TIME BASED ON THE NATURE AND GRAVITY OF A VIOLATION. IN ADDITION TO LEVYING A FINE AGAINST THE RESPONSIBLE OWNER, THE BOARD HAS THE RIGHT TO LEVY A SPECIAL REIMBURSEMENT ASSESSMENT FOR ANY DAMAGE TO THE COMMON AREA CAUSED BY THE OWNER, THE OWNER'S HOUSEHOLD MEMBERS, TENANTS, GUESTS, INVITEES OR LICENSEES. FURTHERMORE, THE BOARD, IN ITS DISCRETION, RESERVES THE RIGHT TO LEVY A FINE IN A GREATER OR LESSER AMOUNT DEPENDING ON THE SEVERITY OF THE VIOLATION.

PET RULES

Revised and Adopted August 11, 2009

1. Each owner shall be permitted to maintain one pet. For purposes of these rules, "pet" refers to a cat, dog, bird or reptile. Fish within an aquarium are exempt from the one-pet rule.
2. To the extent that a current resident currently maintains two (2) pets at the time of enactment of these rules, the second pet may be "grandfathered" upon proof of ownership prior to the enactment of the rules. In the event of the death or removal of the second pet a replacement pet will not be permitted. The intent of this rule is to permit no more than one pet per unit in the future, but to eliminate the hardship for residents who currently own two (2) pets.
3. All pets shall have a weight restriction of 25 pounds. One pet, which must be under 25 pounds, is allowed per unit. The animal cannot be of an "aggressive nature" as determined by the California Animal Control. Dogs must be licensed as required by law.
4. To the extent that a current resident maintains a non-conforming pet (e.g., exceeds the weight restrictions) at the time of enactment of these rules, the nonconforming pet may be "grandfathered" upon proof of ownership prior to the enactment of the rules.
5. Renters/lesors must obtain approval from the unit owner and shall provide written proof of that approval. The owner is ultimately responsible for tenant's compliance with these rules.
6. Pets must be licensed with the city and should be spayed & neutered.
7. When the dog or cat is in the Common Area, it must be controlled on a leash not exceeding six feet in length or placed in an animal carrier. The pet handler must be capable of controlling the pet's behavior. For example, dogs on leash should be walked by a person mature enough and strong enough to control the dog.
8. A pet shall not be kept, bred or used for any commercial purpose.
9. Any fecal matter left must be picked up by the pet owner and deposited in an appropriate waste container.
10. A pet shall never be left alone on any patio or balcony.
11. The owner of the unit where the pet is housed shall be responsible for any damage to the Common Area elements caused by the pet. Any damage caused by cleaning chemicals, or other such materials used in an attempt to remedy such damage becomes the full financial responsibility of the owner of the unit where the pet

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resides.

12. Pet owners shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards, as well as costs and reasonable attorney fees incurred by the Association.
13. No pet shall be permitted to become a nuisance or create any unreasonable disturbance.
14. Pets are prohibited from entering the pool areas, recreation centers, and Association office or exercise rooms. Pets shall not be allowed in the laundry rooms. Pets shall not be tied up or caged in carports or other parking areas. Pets shall not be left alone in vehicles in the carport or parking areas.
15. Guests may not bring pets when they visit residents in the Association, with the exception of pets which are necessary to accommodate an individual with a disability.
16. No person may allow a pet to bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack.
17. In addition to any other legal remedies provided by the governing documents or federal or state law, the Board of Directors may impose a warning or a \$50.00 fine for first violation of these pet rules. For each additional violation of the pet rules within a 12-month period, the fine may double per occurrence. The first offense may warrant a \$50.00 fine, with the second offense warranting a \$100.00 fine and the third offense warranting a \$200.00 fine, etc.

SATELLITE DISH AND ANTENNA RULES

Adopted by the Board on _____

I. COVERED ANTENNA SIZE AND TYPE

An antenna covered by the Federal Communication Commission's ("FCC's") Over-the-Air Reception Devices (OTARD) Rule (a "Covered Antenna") may be installed within the Owner's Unit or Exclusive Use Common Area, such as the patio or balcony.

The Covered Antennas identified below may be installed inside the Owner's Unit, patio or balcony without obtaining the prior written consent of the Architectural Committee or the Board of Directors of the Association, as applicable, if:

- A. The installation will be wholly contained within the Owner's Unit or Exclusive Use Common Area, such as the patio or balcony;
- B. The installation will not intrude onto or be attached to the Common Area, as that term is defined and described in the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership ("CC&Rs") and in the Condominium Plan. The Common Area shall include, but not be limited to, the perimeter walls, ceiling and floor bounding the Owners' patio or balcony, and the walls and roof of the building in which the Owner's Unit is located; and
- C. The installation complies in all respects with these Satellite Dish and Antenna Rules ("Rules").

A Covered Antenna for each type of service may be installed by an Owner, as follows:

- 1. Antennas designed to receive and/or transmit Direct Broadcast Satellite Service ("DBS Antennas"), or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter. DBS Antennas of more than one meter in diameter are prohibited.
- 2. Antennas designed to receive video programming services via Multipoint Distribution Service ("MDS Antennas"), or to receive or transmit fixed wireless signals other than via satellite, that are one meter or less in diameter or diagonal measurement. MDS Antennas of more than one meter in diameter are prohibited.
- 3. Antennas designed to receive and/or transmit television broadcast signals.
- 4. Masts, which extend no more than twelve (12) feet above the height of the roof line.

Antennas and masts shall be no larger or installed higher than is absolutely necessary for reception of an acceptable quality signal and in no event larger than the size specifications set forth in this Rule unless otherwise allowed by law.

Installation of all other antennas that do not constitute a Covered Antenna, including, without limitation, an AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signal antennas ("Alternate Antennas"), on any portion of the Project, including without limitation, the patios and balconies of a Condominium, are prohibited without exception, unless otherwise allowed by law.

II. GENERAL RULES

- A. **Definitions.** All capitalized terms not defined herein shall have the same meanings that are given to them in the CC&Rs;
- B. **Location.** Covered Antennas shall be installed solely within the Owner's Unit, patio, or balcony, excluding those Improvements constituting Common Area, as described in Article I, Paragraph "B" hereof.
1. If acceptable quality signals can be received by placing Covered Antennas in a location (i) inside the interior of the Unit; (ii) inside the Owner's patio or balcony without attaching the Covered Antenna to the walls of the building, then such Antennas shall be placed in these locations whenever possible. Otherwise, the prior written approval of the Board or Architectural Committee, if applicable, shall be obtained in accordance with these Rules.
 2. To the maximum extent possible, if acceptable quality signals can be received without unreasonable delay in installation or unreasonable cost increase, Covered Antennas shall be located in a place shielded from view from the Common Area and other Units.
 3. Unless local laws and regulations require a greater separation, Covered Antennas shall not be installed nearer to electrical power lines (above-ground or buried) than the total height of the mast and Antenna structure. The purpose of this Rule is to avoid damage to electric power lines if the mast were to fall during a storm or from other causes.
 4. Covered Antennas must not encroach upon:
 - (a) Any other Owner's Condominium Unit and the respective air spaces thereof;
 - (b) Any other Owner's Exclusive Use Common Area; and

(c) The Common Area and its air space.

5. The Board may require that any Covered Antennas not installed in the manner and within the areas authorized in Rule II(B)(1) through (4), above, whether existing now or in the future, be removed at the Owner's expense, and that the Owner shall be responsible for any and all damage to any portion of the Common Area.

C. Installation

1. Installation and/or maintenance of Covered Antennas on Common Area or its air space is prohibited unless the prior written approval of the Board or Architectural Committee has been secured in accordance with these Rules.
2. Covered Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
3. All installations shall be completed so that they do not damage the Common Area or the Unit of any other Owner, void any warranties of the Association or other Owners, and compromise the structural integrity or waterproofing system of the Common Area.
4. Covered Antennas, as installed, are required to withstand winds of 70 mph, to prevent detachment during a storm.
5. If installation poses a safety hazard to Association residents, personnel, and/or visitors, then such installation is prohibited.
6. Exterior antenna wiring, and cabling may be installed using silicone, cement or by-products known as ribbon cable or the use of a "glass link" which permit transmission of telecommunication signals through glass to allow cable-to-cable transmissions through a glass pane or door, windows or otherwise. No nails, screens or bolts or other devices that penetrate may be used. Penetration of the Common Area or elements is expressly prohibited.
7. Covered Antennas (including masts and any visible wiring) must be painted to match the color of the structure to which they are installed as long as this requirement does not unreasonably delay or increase the cost of installing, maintaining, or using the Covered Antenna or preclude the reception of an acceptable quality signal.
8. To prevent electrical and fire damage, Covered Antennas shall be permanently grounded.

9. Covered Antennas shall be installed and secured in a manner that complies with all applicable federal, city and state laws, regulations, ordinances and manufacturer's instructions.

D. Approval

Any Owner desiring to install a Covered Antenna on Common Area shall not proceed with such installation until:

1. **Architectural Committee Approval.** The Owner has completed an Informational Satellite Dish Siting Request Form ("Request Form") and submitted it to the Architectural Committee ("Committee") or the Board of Directors, as applicable, along with written plans for installation, and the Committee or Board has approved, in writing, such plans. **Notwithstanding what may be specified in the Bylaws or CC&Rs,** if the Committee has not provided a written response within thirty (30) days from the date of submission of the Request and plans for installation of a Covered Antenna, the Request shall be deemed approved.
2. **Governmental Permits.** The Owner has provided the Association with a copy of any applicable governmental permits, if required for safety reasons. Owners shall be responsible to research the requirement to obtain such permit(s).
3. **Qualifications of Installer.** The Owner has furnished the Board with proof that the work will be performed by bonded, licensed and insured contractors. This is required to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. This proof must be submitted to the Board with the Owner's Request Form required under Rule II(D)(1).
4. **Wiring and Cabling.** The Owner must agree that any exterior antenna wiring and cabling that must be attached to the Common Area, such as the exterior of building walls, must be installed in accordance with Article II, Paragraph "(C)(6)" above.
5. **Covenant Running With the Land.** The Owner has executed an Agreement and Covenant Running With the Land ("Covenant") and returned the original executed copy to the Architectural Committee or Board for recordation with the Orange County Recorder.

III. MAINTENANCE AND REPAIR OF LOCATIONS UPON WHICH COVERED ANTENNAS ARE INSTALLED

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- A. If a Covered Antenna is installed on property that is maintained by the Association, such as the Common Area, the Owner retains responsibility for Covered Antenna maintenance. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owner is responsible for all such costs.
- B. It is the Owner's responsibility to remove and reinstall the Covered Antenna in the event the Association must maintain and repair the Common Area. In any event, removal and/or re installation of the Covered Antenna shall not be the Association's responsibility. The Association shall endeavor to provide Owners with ten (10) days' written notice of the need for removal.
- C. Should the Owner not remove the Covered Antenna within said noticed time period, or in the case of an emergency, the Association may remove the Covered Antenna in the Owner's stead, and the Association shall not be liable or responsible for the Covered Antenna, or for any consequential damages which are a direct or indirect result of such removal. If the Association removes the Covered Antenna, the cost shall be charged directly to the Owner.

IV. ENFORCEMENT

- A. If these Rules are violated, after notice and opportunity to be heard, the Association shall impose a fine of \$25.00 for the first violation and \$50.00 for each subsequent violation. If the violation is not collected within a reasonable length of time, additional fines of \$50.00 per week will be imposed for each week or part thereof that the violation continues. To the extent permitted by law and/or the Association's governing documents, the Association shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Rules.
- B. The Association is entitled to take any other action or remedy available to it at law, including the right to bring an action for declaratory relief with the FCC or any court of competent jurisdiction, or to seek injunctive relief to prohibit installation or seek removal of an unauthorized installation.

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INFORMATIONAL SATELLITE DISH SITING REQUEST FORM

Date of Request: _____ Lot/Tract No. _____

Name of Owner/Applicant: _____

Address: _____

Local Telephone Number: _____ Other Telephone Number: _____

Description of Satellite Dish/Antenna: _____

Preferred Location of Satellite Dish: *[Please attach a sketch or map to assist Association's designated representative in siting the location of dish which would be least obtrusive to the surrounding area.]*

Suggested Date/Time Available for Satellite Dish Siting: _____

Aesthetic Considerations (i.e., painting) _____

I UNDERSTAND AND AGREE AS FOLLOWS:

1. I have read the architectural guidelines and, if applicable, have furnished copies to the contractor engaged by me for this installation.
2. I agree to comply with the architectural guidelines. If applicable, I also understand that it is my responsibility to ensure that my contractor also complies with the architectural guidelines.
3. I agree that it is my responsibility to secure proper building permit if required by local government entity.

Signatures: _____ Owner _____ Owner

[For Association Use Only]

SATELLITE DISH SITING INSPECTION AND APPROVAL:

1. Date of Request Received: _____ Date of Siting: _____

2. Association and Owner have sited his satellite dish installation and approved its location as follows *[describe location or attach sketch]*: _____
3. Additional comments and requirements: _____

Date: _____ By: _____
Association Representative

WATER INTRUSION AND PLUMBING BACKUP POLICY

Adopted by the Board on _____

This Water Intrusion and Plumbing Backup Policy (the “Policy”) has been adopted by the Board of Directors, and is in effect as of January 15, 2020, amending and restating the Resolution for Adoption of Procedures and Guidelines Related to the Handling of Water Damage and Remediation of Mold and Fungus, which was previously in effect.

The Rossmoor Park Owners Association (the “Association”) desires a clear and consistent policy for handling routine and emergency plumbing issues within the Project. This Policy is intended to provide distinct guidelines and procedures for consistent response to the presence or existence of a water leak, flooding, or persistent moisture and/or presence of mold and/or other fungi and/or odors resembling mildew (“Water Intrusion”), and damage caused thereby, without requiring legal consultation in each instance, in order to protect the financial interests of both Owners and the Association.

Unless otherwise defined herein, capitalized terms have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership (the “CC&Rs”).

I. PREFACE

According to the CC&Rs, specifically Article VI, Sections 1 and 2, the Association is generally responsible for the maintenance, repair, replacement, and restoration of Common Area and all utility installations (e.g., pipes, ducts, flues, chutes, conduit, wires, and other utility installation, wherever located, except the outlets thereof) serving the Project and more than one Unit.

Pursuant to Article VI, Section 2(d) of the CC&Rs, each Owner is generally responsible for the maintenance, repair, replacement, and restoration of his or her Unit, including, but not limited to, the appliances and fixtures therein; the Unit’s interior walls, ceilings, floor coverings, doors, windows, and air conditioning and heating equipment; and “sewer and drainage pipes and lines serving his [or her] own Unit between the points at which same enter said Unit and the points at which same join other sewer and drainage pipes and lines serving other Units.”

The Association is not liable for maintenance, repair, replacement, and restoration replacement of Common Area that has been determined to have been damaged as a result of a negligent or intentional act of any Owner or their residents, tenants, guests, or invitees, including water damage.

The Association is also not liable for any damage to the interior of a Unit resulting from Water Intrusion within the Unit, unless the damage was caused by a negligent or intentional act of the Association, its Board, agents, or employees.

The Association recognizes that each Owner has the right to lease his or her Unit to a third party. Thus, it is imperative that each Owner communicates the mandates of the Association’s

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governing documents, including this Policy, to his or her residents, tenants, guests, or invitees. The Association will communicate with each Owner, and the Owner is ultimately responsible for any damages to his or her Unit, whether or not the Owner occupies the Unit. The Association will not insert itself in any dispute between an Owner and his or her residents, tenants, guests, or invitees that arises as a result of Water Intrusion or any other matter. Any Owner who rents his or her Unit should provide contact information to the Association's manager, such as home, work, and cell phone numbers, so that the Association may reach the Owner in times of emergency.

II. INSURANCE

Each Owner is responsible for insuring his or her personal property and all other property and improvements in his or her Unit for which the Association has not purchased insurance. Each Owner should maintain adequate levels of liability and property insurance for his or her Unit against losses to personal property located within the Unit, and upgrades or improvements installed by an Owner located within the Unit. The Association's insurance policies may not provide coverage against any of the foregoing.

PLEASE NOTE THAT AN OWNER MAY BE FINANCIALLY RESPONSIBLE TO MAINTAIN, REPAIR, REPLACE, OR RESTORE ELEMENTS OF HIS OR HER UNIT AND ANY DAMAGED PERSONAL PROPERTY, EVEN IF THE LEAK IS NOT HIS OR HER FAULT. FAILURE TO CARRY INSURANCE COULD COST THOUSANDS OF DOLLARS. BE PROACTIVE AND BE INSURED!

III. WATER INTRUSION PROCEDURES AND RESPONSIBILITIES

- A. Owner's Reporting Requirements. Each Owner must report all Water Intrusion and/or presence of mold and/or other fungi and/or odors resembling mildew in his or her Unit to the Association's manager immediately upon discovery as follows:
1. Such notification must be made by telephone call at the manager's phone number at the end of this Policy as well as in writing by personal delivery, regular U.S. mail, overnight delivery, electronic mail, or fax. *Never report a Water Intrusion solely in writing, which can result in a delayed response. Water Intrusions should be addressed immediately upon discovery to avoid major damage.*
 2. Owner's written notification must include the date of discovery (by Owner or his or her residents, tenants, guests, or invitees) of Water Intrusion in his or her Unit or Common Area adjoining his or her Unit.
 3. Owner's written notification must include a description and, photographs, if possible, of the location of the Water Intrusion.

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B. Association's Response to Owner's Report. Upon receipt of written notice to the manager of Water Intrusion from an Owner, the Association will respond as follows:

1. The Association will assign a tracking number to monitor the progress of investigation into the incident. The tracking number will be assigned within one business day of receipt of the Owner's initial notice of Water Intrusion.
2. The Association will seek authorization from the reporting Owner to enter his or her Unit to inspect the Water Intrusion. In the event the Owner does not provide such authorization, the Association will comply with the provisions of the CC&Rs regarding its right to enter.
3. Because it is frequently impossible to determine who is ultimately responsible for a Water Intrusion before remediation and restoration work begins, when responsibility is uncertain, the Association may begin the work.
4. Within a reasonable time, the Association will provide the reporting Owner with a written incident report, including its determination of whether the Association believes one or more Owners may have full or partial financial responsibility for the Water Intrusion. Such report may include and summarize, at least, the following:
 - a. Date of discovery of Water Intrusion as reported by the Owner;
 - b. Date of notification by Owner;
 - c. Owner's statement and statement of any of Owner's residents, tenants, guests, or invitees;
 - d. The general location of the Water Intrusion;
 - e. Photographs (if possible) of the source of the Water Intrusion;
 - f. Photographs of the affected and damaged area; and
 - g. Proposed course of action if possible.

C. General Comments Regarding Repair and Restoration After Water Intrusion.

1. The Association will not clean or replace any personal property of an Owner or his or her residents, tenants, guests, or invitees. The Owner is solely responsible for cleaning or replacing, among other items of personal

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property within the Unit, any damaged furniture, clothing, flooring, cabinets, and appliances regardless of the source of the Water Intrusion.

2. The Owner will also be responsible for the Unit's separately metered or charged utility, even if the contractor undertaking the remediation and restoration work uses these utilities.
3. The Owner may make the decision individually as to whether to remain in the Unit during the remediation and/or restoration work, except that the Association may require an Owner or his or her residents, tenants, guests, or invitees to relocate during certain remediation and/or restoration work, including, without limitation, structural repairs and mold remediation. Anyone contemplating remaining in the Unit during remediation and/or restoration work should consult with his or her personal physician before making a final decision. Any Owner or resident, tenant, guest, or invitee choosing to remain in the Unit does so at his or her own risk.
4. The Owner or his or her residents, tenants, guests, or invitees, not the Association, shall be responsible for all relocation costs during the remediation and/or restoration period. The Owner and any resident, tenant, guest, or invitee leasing or occupying the Unit must resolve any issues associated with relocation between themselves. The Association does not assume any responsibility for the Owner's lost rent, temporary relocation costs, and/or loss of use, if any.
5. Because the water shutoffs in one Owner's Unit may affect other Units, each Owner must abide by the following protocol for water shutoffs:
 - a. Contact the manager to determine if non-emergency plumbing repairs in your Unit require shutting off water to other Units, such that those Units may be notified at least seventy-two (72) hours before the shutoff.
 - b. Water shutoffs shall not be conducted on Fridays, weekends, or holidays.
 - c. For emergency water shutoffs, an Owner must locate the water shutoffs in his or her Unit and shut off the water. If an Owner is unsure where water shut-off valves are located, it is the Owner's responsibility to locate them and know where the shutoff is located. After the water is shut off, or if an Owner is having problems shutting off the water, contact the manager immediately.
6. Clogged kitchen lines are typically due to improper use of garbage disposals (i.e., disposing of foods and grease) or a malfunctioning garbage

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disposal. Foods like cornhusks, eggshells, bones, celery, onion skins, rice, potato skins, and other fibrous items, or liquid or solid grease can cause a back-up in the drain line. Owners are also discouraged from using drain cleaner products, such as Drano, to unclog a sink.

7. Paper towels, wet wipes, and sanitary products should never be flushed down the toilet as they may cause clogged sewer lines. As set forth above, Owners are responsible for the maintenance, repair, replacement, and restoration of sewer lines, and will be held responsible for any Water Intrusion caused by such conduct.

D. Owner or Association Financial Responsibility for Repair of Source of Water Intrusion. Once the reporting Owner immediately contacts the manager, and prior to the Association's written report and summary, the manager will contact an Association-approved plumber to inspect the Water Intrusion.

1. If the Association-approved plumber determines that the source of the Water Intrusion is located in Common Area and was the result of conduct by the Owner or his or her resident, tenant, guest, or invitee, then the Owner of the Unit is responsible for paying the plumber's invoice at the time of service.
2. If the Association-approved plumber determines that the source of the Water Intrusion is located in Common Area was not the result of conduct of the Owner or his or her resident, tenant, guest, or invitee, then the Association is responsible for paying the plumber's invoice at the time of service.
3. If the Association-approved plumber determines that the source of the Water Intrusion is located in sewer and drainage pipes and lines serving an Owner's own Unit or the outlets and hoses within the Unit for incoming water pipes and lines, the Owner is responsible for paying the plumber's invoice at the time of service. Outlets and hoses of incoming water pipes and lines include, but are not limited to, hoses under sinks, toilet supply lines, washing machine hoses, faucets, shower heads, etc.
4. If the Association-approved plumber determines that the source of the Water Intrusion is located in the incoming water pipes and lines serving a Unit, the Association is responsible for paying the plumber's invoice at the time of service.

E. Owner or Association Financial Responsibility for Damage Caused by Water Intrusion.

1. When Source of the Water Intrusion is Located in Common Area.

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- a. The Association will incur the cost to repair the source of the Water Intrusion, dry out the affected Common Area and/or Units, and will remediate any mold or fungi in the Common Area and/or Units when the mold or fungi can be attributed to Water Intrusion not caused by the negligence of an Owner, their resident, tenant, guest, or invitee. Again, however, the Association will not clean or replace any of the Owner's or his or her residents', tenants', guests', or invitees' personal property.
 - b. The Owner is solely responsible for cleaning or replacing, among other items of personal property within the Unit, any damaged furniture, clothing, flooring, cabinets, and appliances.
2. When Adjacent Units Share Responsibility.
- a. When a leak originates in an Owner's adjoining and/or adjacent Unit, each Owner affected by a leak in another Unit must be prepared to act to repair and restore his or her own Unit. However, due to the potential for excessive damage, if the situation is not immediately addressed by all affected Owners, the Association is prepared to act as outlined in this section.
 - b. If an Owner or his or her insurance carrier does not immediately accept responsibility for a Water Intrusion, the Association may enter the affected Unit(s) to make remedial repairs, including, but not limited to, extracting any water; drying out the Unit(s); and removing cabinets, floor coverings, baseboards, appliances, and other fixtures and drywall as necessary to access any water and/or mold and/or other fungi in the Common Area wall cavities regardless of whether the Association or an Owner may ultimately be responsible for the costs. The Association does not guarantee or warranty the condition of any removed items or whether these items can be reinstalled or reused or whether they will have to be replaced. The Association will not be responsible for any damage to these items. The risk of loss or damage to these items shall remain with the Owners. (As stated above, each Owner should carry his or her own insurance coverage to protect themselves against damage to these items.)
 - c. The Association shall initially pay the costs to remediate any damage caused by the Water Intrusion as necessary to obtain mold clearance, provided the mold originated from the Water Intrusion. The Association shall also initially pay to replace, tape, and mud any removed drywall.

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- d. The Association may levy a Special Assessment against any Owner who is found to have been negligent or otherwise responsible for the damages, and recover costs and expenses incurred for repair and restoration pursuant to the CC&Rs. Other affected Owners must seek their own recovery from the party responsible for the Water Intrusion. The Association will not act as the representative for any Owner or his or her residents, tenants, guests, or invitees to recover costs and expenses for repair and restoration and in connection therewith.
 - e. Each Owner, and his or her residents, tenants, guests, and invitees shall be responsible for the cost of repair or replacement of personal property.
 - f. Any costs and expenses incurred by the Association to repair and restore shall be specially assessed and charged solely to and against the Owner who causes damage to the Common Area or any area which the Association is obligated to maintain under the CC&Rs. Each Owner is strongly encouraged to carry "loss assessment" coverage as part of his or her insurance policy.
3. When Source of the Water Intrusion is Located in a Unit or the Sewer or Drainage Pipes Serving a Unit.
- a. In the event that the source of Water Intrusion is located in a Unit, or the sewer or drainage lines serving that Unit, and damage is only in, or has only affected the responsible Unit, and the Common Area walls, ceilings, or floors have not been affected by Water Intrusion, the Association will do nothing beyond ensuring that the Water Intrusion will not spread to Common Area or other Units. The sole responsibility for dealing with the problem will be that of the Owner of the affected Unit.
 - b. If it appears that the source of the Water Intrusion is located in a Unit, or the sewer or drainage lines serving that Unit, and damage is not just affecting the responsible Unit, but is also affecting Common Area (e.g., walls, ceilings, and/or floors), the Association will make repairs; dry out Common Area and affected Unit(s); and remove cabinets, floor coverings, baseboards, appliances, and other fixtures and drywall as necessary to access the Water Intrusion in Common Area wall cavities. Any costs incurred may be specially assessed against a responsible Owner.
- F. Owner and Association Share Responsibility for Damage Caused by Water

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Intrusion.

1. The Association will repair the source of the Water Intrusion, dry out the affected Unit(s) and Common Area, and/or perform the mold remediation and Unit restoration as described above. However, the Association will require the co-responsible party to contribute their percentage share of the cost of such work based on their percentage share of the responsibility.
2. The Association will notify the impacted Owner(s) as soon as reasonably possible of the Owner(s)' anticipated or expected financial contribution in the event of shared responsibility. Failure of the Association to notify the Owner(s) will not eliminate the Owner(s)' responsibility to pay their proportionate share of the total costs incurred.

G. Association's Insurance Deductible and Premium Increase.

1. When a claim is made under the Association's insurance policy, and if the Association is responsible for the damage (i.e., the damage occurred because of something the Association did or something over which the Association has maintenance responsibility), the Association will be responsible for the deductible and any increase in premium.
2. *However, if the damage resulting from Water Intrusion occurred because of something that is the Owner's maintenance responsibility, or something done within the Unit by the Owner or any of his or her residents, tenants, guests, or invitees and the Association is not responsible, the deductible and any resulting increase in the premium is the Owner's responsibility and will, following notice and hearing, be specially assessed to the Owner.*

**The contact information for the Association's manager,
to whom immediate notice of any Water Intrusion issues
should first be given by phone is:**

**See any
Seabreeze Management Company Inc.
(949) 672-9029
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, CA 92656
seabreezemgmt.com**

ELECTION RULES

(Adopted 9/21/2021)

1. **Application.** These Election Rules apply to all membership votes on assessments, election or removal of directors, amendments to the Association's governing documents, and any grant of the exclusive use of common area property, all as defined in California Civil Code Section 4600.
2. **Membership Voting Rights.**
 - a. Each member's voting power is one vote per Lot owned. In any Board election, each Lot shall have one vote for each director to be elected.
 - b. Cumulative voting is allowed for any election of directors, but only if a member has notified the Board before the close of nominations that he or she intends to vote cumulatively.
 - i. If that notice is given so that cumulative voting is allowed, then each member may cast more than one vote for any candidate. However, they may not cast more votes than there are Board positions to be filled.
 - ii. If no member gives such a notice, then cumulative voting is not allowed, and the members may not place more than one vote for any candidate.
 - iii. In any vote of the members to remove one or more directors but less than the entire Board, the vote will fail if the votes cast against removing each director, plus the number of ballots not returned, total enough votes to elect that director at an election where (1) the same number of directors were being elected as at that director's most recent election, (2) cumulative voting was allowed, and (3) all members voted.
 - c. The authenticity, validity, and effect of proxies is as follows: Proxies are allowed for membership votes taken by secret written ballot. Only a member of the Association may serve as a proxyholder for another member. Proxies must be signed by the member giving the proxy or by that member's authorized representative. Electronic signatures are acceptable.
 - d. The voting period for elections, including the times at which polls will open and close, consistent with the governing documents, is at least 30 days from the date the ballot is distributed until the due date and time. Polls close at 5:00 p.m. on the due date for return of the ballots. If the meeting to count the ballots is held on the same date as the ballots are due, members may also hand deliver their ballots to the inspector at that meeting and the polls for ballots delivered in this way will close 15 minutes after the meeting starts.

- e. Persons may only be denied ballots if they are not a member at the time the ballots are distributed. A person holding a general power of attorney for a member is entitled to receive a ballot and to vote the ballot on behalf of the member.

3. **Board Elections - Candidate Qualifications.** The qualifications for candidates for the Board are as follows.

- a. Any person is automatically disqualified from a nomination as a candidate if that person is not a member of the Association at the time of the nomination.
- b. If title to a Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of qualification to serve on the Board.
- c. The Board may disqualify members from nomination as a candidate for the following reasons, but only if the member has first been provided the opportunity to engage in a "meet and confer" (internal dispute resolution) as defined in Civil Code Section 5900 et seq.
 - i. The member is not current in the payment of regular and special assessments. However, a member cannot be disqualified (i) for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party, or (ii) for delinquent assessments if the person has entered into a payment plan pursuant to Civil Code Section 5665.
 - ii. The person has been a member of the Association for less than one year.
 - iii. The member discloses, or the Association is aware or becomes aware of, a past criminal conviction that would, if the member was elected, disqualify the Association from maintaining the fidelity bond coverage required by Civil Code Section 5806.
 - iv. The member has been declared of unsound mind by a final order of court.
 - v. The member has been convicted of a felony.

4. **Campaigns.**

- a. **Equal Access to Media.** If any candidate or member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from

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these communications but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

- b. Equal Access to Meeting Space. Access to the common area meeting space, if any exists, during a campaign, is granted at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.
- c. Use of Association Funds.
 - i. Association funds shall not be used for campaign purposes in connection with any Board election. Association funds shall not be used for campaign purposes in connection with any other type of vote except to the extent necessary to comply with duties of the Association imposed by law.
 - ii. "Campaign purposes" include, but are not limited to, expressly advocating the election or defeat of any candidate, or including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials, within 30 days of an election. "Campaign purposes" do not include communications for which Subsection (B), above, requires equal access.

5. **Election Procedures and Timeline.**

- a. Definitions.
 - i. "General Delivery" means delivery by "Individual Delivery" or by posting the document in a prominent location that is accessible to all the members, if the location has been designated for the posting of general notices by the Association in its annual policy statement.
 - ii. "Individual Delivery" means delivery by prepaid first-class mail, or by certified or registered mail, or by an overnight delivery service, or, if the member has consented in writing to that type of delivery, by email, fax, or other electronic means.
- b. Inspector of Election. The Board shall select appoint one or three independent third parties to serve as inspector(s) of election.
 - i. The inspector(s) may not be directors or candidates for election, but they may be members of the Association. The inspector(s) may not be the Association's manager, accountant, attorney, or any other person who is employed by the Association or otherwise under contract to provide services to the Association other than serving as the inspector of election.

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- ii. The inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons are independent third parties.
- c. Nomination Procedures. For the election of directors, the procedures for the nomination of candidates, consistent with the governing documents, are as follows:
 - i. At least 30 days before the deadline for submitting a nomination, the Association shall provide General Delivery of the procedure and deadline for submitting a nomination. If any member asks for Individual Delivery of the procedure, the Association shall provide it.
 - ii. Nominations must be submitted in writing.
 - iii. Members may nominate themselves for election to the Board. Only members may nominate candidates.
 - iv. Write-in candidates are not allowed on ballots for the election of directors.
- d. Uncontested Election. The election shall be canceled for any year in which both of the following occur:
 - i. At the close of nominations there are not more candidates than there are Board positions to be filled, and
 - ii. At least 30 days later, as of the date by which ballots were to be mailed out, the Board consists of the same Directors as if the nominees were all elected.
 - iii. At the next year's election, the members shall vote to fill all five Board seats. To maintain staggered Board terms, the three candidates elected with the most votes shall serve two-year terms and the remaining two candidates elected will serve one-year terms. However, the Association must hold an election at least once every four years.
- e. Candidate Registration List; Voter List. The Association shall prepare election materials consisting of:
 - i. If the vote is a Board election, a candidate registration list containing the names of all candidates that will appear on the ballot.
 - ii. A voter list that includes:
 - 1. The members' names;

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2. The members' voting power, which is one vote per membership;
 3. Either the Lot's physical address, its parcel number, or both; and
 4. The members' mailing address for the ballot, if it differs from the physical address of the Lot or if only the parcel number is used.
- f. Voting Information. At least 30 days before the ballots are distributed, the Association shall provide notice of the following by General Delivery except notice shall be provided by Individual Delivery to any member on request:
- i. The due date and time for return of the ballots;
 - ii. The physical address where ballots are to be returned by mail or handed to the inspector(s) of election;
 - iii. The date, time, and location of the meeting at which ballots will be counted;
 - iv. If the vote is for the election of Directors, the candidate registration list, and a notice that the members may verify the accuracy of their individual information on the candidate registration list; and
 - v. A notice that the members may request their individual information as shown on the voter list in order to verify its accuracy.
- g. Member Verification of Information. The Association or member shall report any errors or omissions on either the candidate registration list or the voter list to the inspector(s), who shall make the corrections within two business days.
- h. Ballot Package. At least 30 days before the ballots are due, the inspector of election must deliver, or cause to be delivered, to each member the following documents by overnight delivery service or first-class U.S. mail:
- i. The ballot package, delivered by Individual Delivery. The package shall contain:
 1. A ballot. The ballot shall not include any place for members to sign or to write their names, addresses, or other identification. It shall include each proposed action and a space to specify approval or disapproval of it.
 2. The following information:
 - a. The due date and time for returning the ballot.

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- b. The number of responses needed to satisfy the quorum requirement.
 - c. For actions other than Board elections, the percentage of members required to pass the proposal.
3. Two envelopes, as follows:
- a. An inner envelope containing no information to identify the member using it. The member is to fill in the secret ballot, put it in this blank inner envelope, seal the envelope, and place it in the outer envelope.
 - b. An outer envelope containing in the upper left-hand corner the following information, or a place for the member to fill in the following:
 - i. Signature line;
 - ii. Member's printed name; and
 - iii. The address of the member's Lot.

This outer envelope is to be returned to an address designated by the inspector of election.

4. In any vote of the members to approve an amendment to the Bylaws, CC&Rs, or any other governing document, the text of the proposed amendment shall be included with the secret ballot delivered to the members.
- ii. A copy of the Association's election rules. Alternatively, the election rules may be delivered by posting them on an internet website and including the website's address on the secret ballot with the phrase in at least 12-point font: "The rules governing this election may be found here." Or the election rules may be delivered to the members by Individual Delivery at least 30 days before the ballot due date.
- i. Secret Ballots are Irrevocable. Once a secret ballot has been received by the inspector of election, it cannot be revoked. Any subsequent ballots received for the same Lot shall be deemed invalid.
 - j. Quorum. The quorum requirement for membership votes taken by secret ballot is 51%, the same as quorum of the members needed for a membership meeting.

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- k. Lack of Response. The Board may (but is not obligated to) extend the deadline for return of secret ballots if there is a lack of response. If it chooses to do so, the Board shall distribute to all members notice of the deadline extension before the original deadline has expired, using the same delivery method as was used to distribute the secret ballots.
- l. After the Balloting Deadline. If a quorum of secret ballots was not returned by the deadline, at the Board meeting where the secret ballots were to be counted, the Board may (but is not obligated to) table the ballot counting until a future Board meeting scheduled between 10 and 30 days after the original Board meeting. At the subsequent Board meeting, quorum for the vote(s) contained on the secret ballots shall be reduced to 25%. However, the quorum shall not be reduced for any membership vote on an increase to the regular assessments or the imposition of a special assessment.
- m. Meeting to Count the Ballots. The inspector of election shall open the envelopes and count the secret ballots at either a membership meeting or an open Board meeting, in a public location where the members can observe the counting process. The inspector of election can mark off a small area where members cannot enter to keep the secret ballots out of reach of the public, as long as the members can see and hear the counting process.
- n. Approval Requirement. Unless a different percentage of approval is required by law or the governing documents, approval by secret ballot shall be valid only when (i) the number of secret ballots returned by the deadline equals or exceeds the quorum requirement, and (ii) over half of the secret ballots cast votes in favor of the measure voted on. In an election of Directors, those candidates receiving the largest number of votes shall be elected to the Board.
- o. Tie Vote. If there is a tie for the election of Directors, the result shall be determined by a run-off election conducted by secret ballot. If a run-off election is conducted, all Directors whose position was up for election shall be removed from office, the remaining candidates elected to the Board shall take their positions immediately without waiting for the results of the runoff, and the position which was tied shall remain vacant until the run-off election is concluded, unless that would reduce the number of Directors to less than a quorum of three out of five Directors. In that case, the Board shall remain the same and the newly elected Directors shall not take their seats until the runoff election is concluded.
- p. Voting Results. The results of every member vote by secret ballot shall be recorded in the minutes of the meeting where the ballots were counted. In addition, within 15 days after the votes have been counted, the Board shall notify the members of the vote results by General Delivery.

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- q. Storage and Access to Election Materials. Secret ballots, signed envelopes, the voter list, proxies, and the candidate registration list ("election materials") shall remain in the custody of the inspector of election, or at a location designated by the inspector, for one year after the election. After one year, the election materials shall be delivered to the Association. For one year after the secret ballots are counted, in the event of a recount or other challenge to the voting process, the election materials shall be made available for inspection and review by a member or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
 - r. Termination of Inspector's Duties. The inspector of election's authority terminates when the inspector reports to the Board, or should have reported to the Board, the election results. Except for storage and access to the election documents, the inspector of election's duties and obligations terminate when the inspector actually reports the election results to the Board. The inspector's duties relating to storage and access to election documents shall terminate when the inspector delivers, or should have delivered, the election documents to the Association.
6. Amendments. These Election Rules may not be amended during the 90-day period before a vote is counted.